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## **Municipal Infrastructure Support Agent (MISA)**

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

**REPUBLIC OF SOUTH AFRICA**

**Reference : MISA/LIC/LDM/008/2022**

**Tender Document for**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN MATJHABENG LOCAL MUNICIPALITY IN LEJWELEPUTSWA DISTRICT, FREE STATE PROVINCE**

Client	Municipal Infrastructure Support Agent
Reference no.	<b>MISA/LIC/LDM/008/2022</b>
Non Compulsory Briefing	<b>12 October 2022 at 10:00am</b>
Closing Date and Time	<b>25 October at 11:00am</b>
The Tenderer (Name)	

### **The General Conditions of Contract**

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

**Employer:**

Municipal Infrastructure Support Agent  
1303 Heuwel Avenue



## **Municipal Infrastructure Support Agent (MISA)**

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Reference no.: MISA/LIC/LDM/008/2022

### **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN MATJHABENG LOCAL MUNICIPALITY IN LEJWELEPUTSWA DISTRICT, FREE STATE PROVINCE**

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## Municipal Infrastructure Support Agent (MISA)

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# The Tender

Reference No.: **MISA/LIC/LDM/008/2022**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN MATJHABENG LOCAL MUNICIPALITY IN LEJWELEPUTSWA DISTRICT, FREE STATE PROVINCE**

### Procedure: open procedure

#### Based on

**MISA Supply Chain Management Policy of January 2018**

**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 the tender

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



## **Municipal Infrastructure Support Agent (MISA)**

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

Reference no.: **MISA/LIC/LDM/008/2022**

#### **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN MATJHABENG LOCAL MUNICIPALITY IN LEJWELEPUTSWA DISTRICT, FREE STATE PROVINCE**

### **PART T1: TENDERING PROCEDURE**

#### **T1.1: TENDER NOTICE AND INVITATION TO TENDER**

Municipal Infrastructure Support Agent (MISA) is hereby, inviting suitably qualified professional service providers to tender **for the appointment of a professional service provider for the design and management of a labour-intensive capacity building programme in Matjhabeng Local Municipality in Lejweleputswa District, Free State.**

The project details are hereunder,

REFERENCE NO.	PROJECT NAME	NON-COMPULSORY BRIEFING SESSION: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
<b>MISA/LIC/LDM/008/2022</b>	Appointment of a Professional Service Provider for the design and management of a labour-intensive capacity building programme in Matjhabeng Local Municipality in Lejweleputswa District, Free State.	The Briefing session will be held online on the 12 October 2022 @ 10h00am	<b>25 October 2022 @ 11:00am</b>

A **None-compulsory** virtual site briefing session will take place at the place and on the date and time shown above unless otherwise amended. Representative(s) from MISA will meet the prospective Tenderers to provide details of the Contract. **The interested service providers must send an appropriate representative(s) in the briefing sessions to understand the project so that they tender appropriately.**

The requirement of submissions is detailed in the Submission 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 have to submit their tenders using only the tender documentation issued.

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

Issued by:

**Mr Ntandazo Vimba**

**Chief Executive Officer**

**Municipal Infrastructure Support Agent**

## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

### Cooperative Governance & Traditional Affairs

Reference No.: MISA/LIC/LDM/008/2022

## APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR-INTENSIVE CAPACITY BUILDING PROGRAMME IN MATJHABENG LOCAL MUNICIPALITY IN LEJWELEPUTSWA DISTRICT, FREE STATE PROVINCE

### T1.2 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 <b>Municipal Infrastructure Support Agent (MISA)</b> , 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	<p>The Employer's Representative is:</p> <p><b>Name:</b> Mr. Ntandazo Vimba or Delegated Official</p> <p><b>Physical Address:</b> 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p><b>Telephone:</b> 012 848 5300</p> <p><b>Email:</b> _____ <a href="mailto:lumka.tyikwe@misa.gov.za">lumka.tyikwe@misa.gov.za</a></p>
3.5	The language of communication is English
4.1	<p><b>ONLY</b> those tenderers who satisfy the following <b>ELIGIBILITY CRITERIA</b> 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>





Clause number	Tender Data
	5. Date of submission
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 <b>original, one copy of the original and one scanned copy of the original completed and signed tender documents in a memory stick.</b>
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 <sup>th</sup> 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 <b>Functionality, Financial offer &amp; Preference</b> as explained in the <b>CIDB'S</b> Standard for Uniformity in Construction Procurement t 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 <b>detailed as follows:</b></p> <p><b>Phase 1:</b> Administrative requirements and Mandatory requirements</p> <p><b>Phase 2:</b> Tenderers must meet the minimum requirements outlined in the functionality criteria and score at least the minimum functionality points to be considered for further evaluation in Stage 3. Tenderers which do not meet minimum functionality <b>points of 70</b> will then be rejected.</p> <p><b>Phase 3:</b> Price and preference (80/20 system)</p> <p><b><u>1. PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</u></b></p> <p>Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p>

Clause number	Tender Data
	<ol style="list-style-type: none"> <li>1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>5. The tender documents issued by MISA are not tampered and remain intact</li> <li>6. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink</li> </ol> <p><b>Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):</b></p> <ol style="list-style-type: none"> <li>1. The bidder must be registered on the Central Supplier Database (CSD) prior the award</li> <li>2. All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.</li> <li>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.</li> <li>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.</li> <li>5. A valid original or certified copy of amended Construction Sector Codes (CSC000) <b>B-BBEE Certificate verified by SANAS</b> 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</li> </ol>

Clause number	Tender Data								
	<p>(CSC000) <b>B-BBEE Certificate verified by SANAS</b> 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><b><u>2. PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</u></b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.</li> <li>3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.</li> <li>4. A Tender scoring an average score below <b>70 points</b> in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation.</li> <li>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 responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.</li> <li>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.</li> </ol> <p><b><u>3. PHASE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017</u></b></p> <p>The <b>80/20 preference point system</b> 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"> <thead> <tr> <th>Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td><td>80</td></tr> <tr> <td>B-BBEE</td><td>20</td></tr> <tr> <td>TOTAL</td><td>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>	Criteria	Points	POINTS ON PRICE	80	B-BBEE	20	TOTAL	100
Criteria	Points								
POINTS ON PRICE	80								
B-BBEE	20								
TOTAL	100								

Clause number	Tender Data																				
	<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 <math>W_1</math> is:</p> <p>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</p> <p>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> <p>The table below must be used to calculate the score out of 20 for B-BBEE.</p> <table><tr><th>B-BBEE Status Level of Contribution</th><th>Number of Points</th></tr><tr><td>1</td><td>20</td></tr><tr><td>2</td><td>18</td></tr><tr><td>3</td><td>14</td></tr><tr><td>4</td><td>12</td></tr><tr><td>5</td><td>8</td></tr><tr><td>6</td><td>6</td></tr><tr><td>7</td><td>4</td></tr><tr><td>8</td><td>2</td></tr><tr><td>Non-Compliant Contributor</td><td>0</td></tr></table> <p>Valid (current) B-BBEE status level verification certificate or a certified copy substantiating their B-BBEE rating –a Verification Agency accredited by South African National Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporations Act (CCA) have to be submitted along with the Proposal, <b>if the Tenderer claims the preferential procurement points.</b></p>	B-BBEE Status Level of Contribution	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-Compliant Contributor	0
B-BBEE Status Level of Contribution	Number of Points																				
1	20																				
2	18																				
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4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-Compliant Contributor	0																				
5.11.9	<p>The functionality criteria and maximum score in respect of each of the criteria are given hereunder.</p> <p>A Tender scoring below 70 points in Quality will be considered as DISQUALIFIED for evaluation and will be discarded from any further evaluation.</p> <table><tr><th>Criteria</th><th>Evaluation Schedule</th><th>Points</th></tr><tr><td>Tenderer's Company Experience</td><td>Evaluation Schedule 1</td><td>20</td></tr><tr><td>Expertise of Key Personnel</td><td>Evaluation Schedule 2</td><td>70</td></tr><tr><td>Approach Paper</td><td>Evaluation Schedule 3</td><td>10</td></tr><tr><td></td><td>Total</td><td>100</td></tr></table>	Criteria	Evaluation Schedule	Points	Tenderer's Company Experience	Evaluation Schedule 1	20	Expertise of Key Personnel	Evaluation Schedule 2	70	Approach Paper	Evaluation Schedule 3	10		Total	100					
Criteria	Evaluation Schedule	Points																			
Tenderer's Company Experience	Evaluation Schedule 1	20																			
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Approach Paper	Evaluation Schedule 3	10																			
	Total	100																			

Clause number	Tender Data
	<b>The minimum number of evaluation points for quality is 70 points out of 100.</b>
5.11.9	<p>Functionality criteria broken down into sub criteria:</p> <ul style="list-style-type: none"> <li>• Experience of the Tenderer</li> <li>• Expertise of Key Personnel</li> <li>• Approach Paper</li> </ul> <p><b>Please breakdown as reflected in the Evaluation Schedules under T2.2 - RETURNABLE</b></p> <p><b>Evaluation Schedule 1: Tenderer's Relevant Project Experience [20 POINTS]</b></p> <p>Explanation of how points will be awarded for Relevant Project Experience</p> <p>The project chosen for referencing should be for work done on infrastructure that is directly linked to Labour Intensive Construction (LIC). Tenderers shall submit reference letters from the employer for projects successfully completed. Each reference letter shall indicate the name(s) and contact details of the client and contact person(s). The projects' implementation dates shall be within the 10-year period prior to the date of tender advert.</p> <p>The scoring of tenderer's experience will be as below:</p> <ol style="list-style-type: none"> <li>Letter of completion or reference letter for completed: Professional Engineering Design and Management of LIC Infrastructure Projects (R1 million to R2 million). One letter per project completed, points to be awarded per letter. <b>5 points</b> <ol style="list-style-type: none"> <li>Less than 3 projects = 0 points</li> <li>3 projects = 3 points</li> <li>4 projects = 4 points</li> <li>5 or more projects = 5 points</li> </ol> </li> <li>Letter of completion or reference letter for completed: Professional Engineering Design and Management of LIC Infrastructure Projects (larger than R2 million). One letter per project completed, points to be awarded per letter. <b>5 points</b> <ol style="list-style-type: none"> <li>Less than 3 projects = 0 points</li> <li>3 projects = 3 points</li> <li>4 projects = 4 points</li> <li>5 or more projects = 5 points</li> </ol> </li> <li>Letter of completion or reference letter for completed: Design, Implementation and Management of an NQF-approved LIC Training Programme or Training Services Provided (larger than R300,000). One letter per Programme or group of Training Services completed, points to be awarded per letter. <b>5 points</b> <ol style="list-style-type: none"> <li>Less than 3 projects = 0 points</li> <li>3 projects = 3 points</li> <li>4 projects = 4 points</li> <li>5 or more projects = 5 points</li> </ol> </li> <li>Letter of completion or reference letter for completed: Design and Management of a LIC Capacity Building Programme, including community liaison work, construction training, or LIC-related Professional Services (larger than R400 000). One letter per project completed, points to be awarded per letter. <b>(5 points)</b> <ol style="list-style-type: none"> <li>Less than 3 projects = 0 points</li> <li>3 project = 3 points</li> </ol> </li> </ol>

Clause number	Tender Data
	<p>c) 4 projects = 4 points d) 5 or more projects = 5 points</p> <p>Tenderers shall 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><b>Evaluation Schedule 2: Experience of the key personnel responsible for the management of the project and the project team [70 POINTS]</b></p> <p>All personnel submitted by the tenderer cannot be changed without prior written approval from the employer. As per clause 22.1 of the NEC3 PSC.</p> <p>The experience of all the key personnel will be evaluated in relation to their respective academic, professional qualifications and experience (as explained herein in this schedule) on projects having scope of work relevant to this project and positions proposed by the tenderer.</p> <p>CV's shall supply reference details for the highest value projects successfully completed, with the name(s) and contact details of the client organisation and contact person(s).</p> <p>CVs of all key personnel, 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 should be submitted along with the submission referring to this schedule.</p> <p>The scoring of the personnel will be as below: <b>70 points</b></p> <ul style="list-style-type: none"> <li>• Contract Manager = 25,</li> <li>• ETQA LIC Trainers = 15,</li> <li>• Professional Civil Engineers = 15,</li> <li>• ICT Professional = 15)</li> </ul> <p><b>A. Contract Manager – 1 [Total 25 points]</b></p> <ul style="list-style-type: none"> <li>• Professional Civil Engineer (Pr.Eng / Pr.Tech) or Professional Construction Manager or Project Management Professional (PMP).</li> <li>• Minimum Qualification Degree (NQF 7)</li> <li>• Minimum experience 5 years after qualifications</li> </ul> <p>1. Qualifications (in Civil Engineering) 10 points</p> <p>a) Degree (NQF 7) = 6 point b) Honours Degree (NQF 8) = 8 points c) Master's Degree (NQF 9) = 10 points</p> <p>2. Years of work experience (after graduation) 10 points</p> <p>a) Below 5 years = 0 point b) 5 to below 7 years = 5 points c) 7 to below 10 years = 7 points d) 10 years and above = 10 points</p> <p>3. Highest value (Project Contract Value) of a completed single project that is related to infrastructure and executed as an LIC project, or an LIC Training Programme or LIC Capacity Building Project, as Project Team Manager / Leader <b>5 points</b></p>

Clause number	Tender Data																																																
	<p>4.</p> <table><tr><td>a) Below R500 000</td><td>=</td><td>1 point</td></tr><tr><td>b) R 500K to below R 1 Million</td><td>=</td><td>2 points</td></tr><tr><td>c) R 1 Million to below R 3 Million</td><td>=</td><td>3 points</td></tr><tr><td>d) R 3 Million and above</td><td>=</td><td>5 points</td></tr></table> <p><b>B. CETA - ETQA LIC Trainers – 2 [Total 15 points]</b></p> <p>The CETA – ETQA Trainers with the following expertise are required:</p> <ul style="list-style-type: none"><li>• Relevant degree in any field</li><li>• Minimum Qualification Degree (NQF 7)</li><li>• Minimum experience 5 years after qualifications</li></ul> <p>Scoring: The LIC Trainer will be scored on full points of 15 as detailed hereunder.</p> <p><b>1. Qualifications (any field) 5 points</b></p> <table><tr><td>a) Degree (NQF 7)</td><td>=</td><td>3 point</td></tr><tr><td>b) Honours Degree (NQF 8)</td><td>=</td><td>4 points</td></tr><tr><td>c) Master’s degree (NQF 9)</td><td>=</td><td>5 points</td></tr></table> <p><b>1.1. Professional Registration with CETA – ETQA Registration 5 points</b></p> <table><tr><td>a) CETA – ETQA Registration</td><td>=</td><td>5 points</td></tr></table> <p><b>2. Years of work experience (after graduation) 3 points</b></p> <table><tr><td>a) Below 5 years</td><td>=</td><td>0 points</td></tr><tr><td>b) 5 to below 7 years</td><td>=</td><td>3 points</td></tr><tr><td>c) 7 to below 10 years</td><td>=</td><td>4 points</td></tr><tr><td>d) 10 years and above</td><td>=</td><td>5 points</td></tr></table> <p><b>3. Highest value (Project Contract Value) of a single completed project that is related to infrastructure and LIC Training, as project manager 2 points</b></p> <table><tr><td>a) Below R500,000</td><td>=</td><td>1 point</td></tr><tr><td>b) Above R500,000</td><td>=</td><td>2 points</td></tr></table> <p><b>C. Professional Civil Engineers/ Technologists – 2 [Total 15 points]</b></p> <p>The support engineer with the following expertise are required:</p> <ul style="list-style-type: none"><li>• Civil Engineer/ Technologist (with LIC experience)</li><li>• Minimum Qualification Degree (NQF 7)</li><li>• Minimum experience 5 years after qualifications</li></ul> <p>Scoring: The engineer will be scored on full points of 15 as detailed hereunder.</p> <p><b>1. Qualifications 5 points</b></p> <table><tr><td>a) Degree in Civil Engineering (NQF 7)</td><td>=</td><td>3 point</td></tr><tr><td>b) Honours Degree in Civil Engineering (NQF 8)</td><td>=</td><td>4 points</td></tr></table>	a) Below R500 000	=	1 point	b) R 500K to below R 1 Million	=	2 points	c) R 1 Million to below R 3 Million	=	3 points	d) R 3 Million and above	=	5 points	a) Degree (NQF 7)	=	3 point	b) Honours Degree (NQF 8)	=	4 points	c) Master’s degree (NQF 9)	=	5 points	a) CETA – ETQA Registration	=	5 points	a) Below 5 years	=	0 points	b) 5 to below 7 years	=	3 points	c) 7 to below 10 years	=	4 points	d) 10 years and above	=	5 points	a) Below R500,000	=	1 point	b) Above R500,000	=	2 points	a) Degree in Civil Engineering (NQF 7)	=	3 point	b) Honours Degree in Civil Engineering (NQF 8)	=	4 points
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Clause number	Tender Data
	<p>c) Master's degree in civil engineering (NQF 9) = 5 points</p> <p><b>1.1. Professional Registration with ECSA 5 points</b></p> <p>a) Pr. Tech Eng = 4 points b) Pr. Eng = 5 points</p> <p><b>b. LIC Training Accreditation (CETA Approved) 5 points</b></p> <p>a) LIC Training Certificate = 5 points</p> <p><b>D. ICT Professional – 1 [Total 15 points]</b></p> <p>The support professionals with the following expertise are required:</p> <ul style="list-style-type: none"> <li>• Experience in data and information management systems.</li> <li>• Minimum Qualification Honours Degree (NQF 6)</li> <li>• Minimum experience 2 years after qualifications</li> </ul> <p>Scoring: Computing and information technology specialist with the relevant qualifications and experience in design, enhancement and maintenance of computer-based database or information management systems, similar to EPWP or MIG MIS .databases</p> <p><b>1. Qualifications (ICT related) 10 points</b></p> <p>a) Degree (NQF 7) = 6 points b) Honours Degree (NQF 8) = 8 points c) Master's degree (NQF 9) = 10 points</p> <p><b>2. Years of work experience (after graduation) 5 points</b></p> <p>a) Below 5 years = 0 points b) 5 to below 7 years = 3 points c) 7 to below 10 years = 4 points d) h10 years and above = 5 points</p> <p><b>Evaluation Schedule 3: Approach paper</b></p> <p>The approach paper must respond to the scope of work (reference: C3 Scope of work).</p> <p>As the contents of a proposal give a clear first-hand impression about the capability of the tenderer, the tenderer is expected to submit an organized well-written proposal (approach paper on methodology in achieving the project goal). File separators or section dividers mustbe used for each of the chapters and annexures <b>not more than 30 pages (but not less than10 pages) using font Arial regular 11 points having margins at each side no less than 2,54 cm and line spacing no less than 1,15.</b></p> <p>The approach paper must contain at least the following:</p> <p><b>Table of Contents:</b> Listing of contents of the approach paper with page numbers and/ references to annexures.</p> <p><b>Executive Summary:</b> A brief summary of the whole contents of the approach paper;</p>



Clause number	Tender Data																			
	<p><b>Approach:</b> 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 C 3.1 Scope of work', detailing at least the following:</p> <ol style="list-style-type: none"> <li>1. Methodology to be adopted;</li> <li>2. Project implementation schedule (Activity, task and sub-tasks to achieve the deliverables);</li> <li>3. A schedule detailing their activity and task inputs, period and organogram(s) for the proposed project team and their responsibilities;</li> <li>4. Identified project implementation Risks and Risk Management proposals;</li> <li>5. Quality control mechanisms to be adopted for project deliverables;</li> <li>6. Stakeholder identification, management and reporting mechanisms to be followed.</li> </ol> <p><b>The scoring of the approach paper will be as detailed hereunder:</b></p> <table border="1"> <thead> <tr> <th>Evaluating Point</th><th>Assessment Criteria</th><th>Maximum allocated point(s)</th></tr> </thead> <tbody> <tr> <td colspan="2"><b>Approach Paper</b></td><td><b><u>10 points</u></b></td></tr> <tr> <td>Methodology to be adopted</td><td>Adequate illustration of Program Knowledge, informative appropriateness of proposed approach (3 points) and presentation (1 point)</td><td>4 points</td></tr> <tr> <td>Project implementation schedule (Listed Activity in the section C3: Scope of Work)</td><td>Appropriateness and adequate illustration of identified tasks, deliverables (2 points), defining milestones and timeliness (1 point)</td><td>3 points</td></tr> <tr> <td>Project implementation Risks and Risk Management proposal</td><td>Adequate illustration of understanding of program risks and appropriateness of mitigation options (1 point)</td><td>1 point</td></tr> <tr> <td>Quality control mechanism be adopted</td><td>Adequacy of process and appropriateness of proposed template (1 point)</td><td>1 point</td></tr> </tbody> </table>		Evaluating Point	Assessment Criteria	Maximum allocated point(s)	<b>Approach Paper</b>		<b><u>10 points</u></b>	Methodology to be adopted	Adequate illustration of Program Knowledge, informative appropriateness of proposed approach (3 points) and presentation (1 point)	4 points	Project implementation schedule (Listed Activity in the section C3: Scope of Work)	Appropriateness and adequate illustration of identified tasks, deliverables (2 points), defining milestones and timeliness (1 point)	3 points	Project implementation Risks and Risk Management proposal	Adequate illustration of understanding of program risks and appropriateness of mitigation options (1 point)	1 point	Quality control mechanism be adopted	Adequacy of process and appropriateness of proposed template (1 point)	1 point
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Clause number	Tender Data		
	Stakeholder identification and management and reporting	Adequate illustration and appropriateness of stakeholders identifications and proposed management process and appropriateness of reporting system(1 point)	1 point
5.11.9	The prompts for judgment and the associated scores used in the evaluation of functionality shall be as follows:		
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>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;</li> <li>2. the tenderer has not: <ol style="list-style-type: none"> <li>a. abused the Employer's Supply Chain Management System; or</li> <li>b. failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>3. the tenderer has duly completed and signed the <b>SBD 4</b>, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared non responsive.</li> <li>4. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</li> <li>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;</li> <li>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.</li> <li>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.</li> </ol>		
5.14	The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.		

Clause number	Tender Data
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><b>Cancellation and re-invitation of tenders</b></p> <p>MISA may, prior to the award of the tender, cancel the tender if-</p> <ul style="list-style-type: none"> <li>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</li> <li>(b) funds are no longer available to cover the total envisaged expenditure; or</li> <li>(c) no acceptable tenders are received; or</li> <li>(d) Tender validity period has expired; or</li> <li>(e) Gross irregularities in the tender processes and/or tender documents; or</li> <li>(f) No market related offer received (after attempts of negotiation processes)</li> </ul> <p>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>
	<p style="text-align: center;"><b>TENDER AWARD</b></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 3<sup>rd</sup> decimal place is 1 up-to 4, the points up to 2<sup>nd</sup> decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2<sup>nd</sup> 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>

Clause number	Tender Data
	<p style="text-align: center;"><b>ADDITIONAL CONDITIONS OF TENDER</b></p> <p>The additional conditions of Tender are:</p> <p><b>A. Joint Venture</b></p> <p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p><b>B. Costs incurred by Bidder</b></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><b>C. Acceptance of Bid</b></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><b>D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award</b></p> <p><b>Should a Tenderer</b></p> <ul style="list-style-type: none"> <li>a) Withdraw his Tender during the period of its validity; <u>or</u></li> <li>b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></li> <li>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;</li> </ul> <p><b>then the Tenderer shall be liable for and pay to the Employer –</b></p> <ul style="list-style-type: none"> <li>i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so;</li> <li>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;</li> <li>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.</li> </ul>

Clause number	Tender Data
	<p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default.</p> <p>Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p><b>E. Repudiation of Tender or Invalidation of Contract</b></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"> <li>a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract;</li> <li>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;</li> <li>c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company:</li> <li>d) to refrain from Tendering for this Contract;</li> <li>e) as to the amount of the Tender to be submitted by either party;</li> <li>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.</li> </ul> <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><b>F. South African Jurisdiction</b></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>

Clause number	Tender Data
	<p><b>G. Amendments to Tender by Employer</b></p> <p><b>a) Arithmetical Errors</b></p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ul style="list-style-type: none"> <li>i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>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.</li> <li>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.</li> </ul> <p><b>b) Imbalance in Tender Rates</b></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 (MISA)**

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

Reference no.: MISA/LIC/LDM/008/2022

#### **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN MATJHABENG LOCAL MUNICIPALITY IN LEJWELEPUTSWA DISTRICT, FREE STATE PROVINCE**

## **T2 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. Evaluation Schedule 1: Experience of the tenderer

10. Evaluation Schedule 2: Experience of key person

11. Evaluation Schedule 3: Approach paper

**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



# 1. PART A – INVITATION OF BID SBD 1

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

## 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](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

## 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

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

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

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

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

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

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

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

---

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

### 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.**

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#### 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		NO	
-----	--	----	--

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		NO	
-----	--	----	--

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

#### WITNESSES

1. ....
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....  
.....

**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,

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

Hereby declare under oath as follows:

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

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

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

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

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

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

Contractor / Consultancy	R10 million	
Supplier	R10 million	

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

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

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

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

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

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

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

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

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

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>		
<b>Trading Name (If Applicable):</b>		
<b>Registration Number:</b>		
<b>Enterprise Physical Address:</b>		
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>		
<b>Nature of Construction Business:</b>	Supplier / Service provider	Consultancy services Supplier
<b>Definition of "Black People"</b>	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 –  (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date	

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

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

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

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

Contractor / Consultancy services	R50 million	
Supplier	R50 million	

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

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

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

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

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

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

\_\_\_\_\_  
Commissioner of Oaths

Signature & stamp

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

**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.

<b>PROJECT TITLE</b>		
<b>SCMU NUMBER</b>	<b>MISA/FC...../2021</b>	
<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner: ..... .		Signature. . . . .  Name ..... Designation.....
..... .		Signature. . . . .  Name ..... Designation.....
..... .		Signature. . . . .  Name ..... Designation.....
..... .		Signature. . . . .  Name ..... Designation.....

## 9. Evaluation Schedule 1: Tenderer's Relevant Project Experience [20 POINTS]

### Explanation of how points will be awarded for Relevant Project Experience

The project chosen for referencing should be for work done on infrastructure that is directly linked to Labour Intensive Construction (LIC). Tenderers shall submit reference letters from the employer for projects successfully completed. Each reference letter shall indicate the name(s) and contact details of the client and contact person(s). The projects' implementation dates shall be within the 10-year period prior to the date of tender advert.

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

1. Letter of completion or reference letter for completed: Professional Engineering Design and Management of LIC Infrastructure Projects (R1 million to R2 million). One letter per project completed, points to be awarded per letter.

**5 points**

- |                         |   |          |
|-------------------------|---|----------|
| a) Less than 3 projects | = | 0 points |
| b) 3 projects           | = | 3 points |
| c) 4 projects           | = | 4 points |
| d) 5 or more projects   | = | 5 points |

2. Letter of completion or reference letter for completed: Professional Engineering Design and Management of LIC Infrastructure Projects (larger than R2 million). One letter per project completed, points to be awarded per letter.

**5 points**

- |                         |   |          |
|-------------------------|---|----------|
| a) Less than 3 projects | = | 0 points |
| a) 3 projects           | = | 3 points |
| b) 4 projects           | = | 4 points |
| c) 5 or more projects   | = | 5 points |

3. Letter of completion or reference letter for completed: Design, Implementation and Management of an NQF-approved LIC Training Programme or Training Services Provided (larger than R300,000). One letter per Programme or group of Training Services completed, points to be awarded per letter.

**5 points**

- |                         |   |          |
|-------------------------|---|----------|
| a) Less than 3 projects | = | 0 points |
| b) 3 projects           | = | 3 points |
| c) 4 projects           | = | 4 points |
| d) 5 or more projects   | = | 5 points |

4. Letter of completion or reference letter for completed: Design and Management of a LIC Capacity Building Programme, including community liaison work, construction training, or LIC-related Professional Services (larger than R400 000). One letter per project completed, points to be awarded per letter.

**5 points**

- |                         |   |          |
|-------------------------|---|----------|
| a) Less than 3 projects | = | 0 points |
| b) 3 projects           | = | 3 points |
| c) 4 projects           | = | 4 points |
| d) 5 or more projects   | = | 5 points |

**Tenderers shall 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 responsible for the management of the project and the project team [70 POINTS]**

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

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

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

CVs of all key personnel, preferably **using font Arial regular 10 points having margins at each side no less than 2,54 cm and line spacing 1,50** for each of the proposed key personnel should be submitted along with the submission referring to this schedule. The CVs should be structured as detailed below:

**Enclosure:**

1. Certificates of academic qualifications
2. Certificate of Professional registration

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

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

**70 points**

(Contract Manager = **25**, ETQA LIC Trainers = **15**, Professional Civil Engineers = **15**, ICT Professional = **15**)

**A. Contract Manager – 1 [Total 25 points]**

- Professional Civil Engineer (Pr.Eng / Pr.Tech) or Professional Construction Manager or Project Management Professional (PMP).
- Minimum Qualification Degree (NQF 7)
- Minimum experience 5 years after qualifications

**1. Qualifications (in Civil Engineering)**

**10 points**

- |                           |             |
|---------------------------|-------------|
| a) Degree (NQF 7)         | = 6 point   |
| b) Honours Degree (NQF 8) | = 8 points  |
| c) Masters Degree (NQF 9) | = 10 points |

**2. Years of work experience (after graduation)**

**10 points**

- |                        |             |
|------------------------|-------------|
| a) Below 5 years       | = 0 point   |
| b) 5 to below 7 years  | = 5 points  |
| c) 7 to below 10 years | = 7 points  |
| d) 10 years and above  | = 10 points |

**3. Highest value (Project Contract Value) of a completed single project that is related to infrastructure and executed as an LIC project, or an LIC Training Programme or LIC Capacity Building Project, as Project Team Manager / Leader**

**5 points**

- |                                     |            |
|-------------------------------------|------------|
| a) Below R500 000                   | = 1 point  |
| b) R 500K to below R 1 Million      | = 2 points |
| c) R 1 Million to below R 3 Million | = 3 points |
| d) R 3 Million and above            | = 5 points |

**B. CETA - ETQA LIC Trainers – 2 [Total 15 points]**

**The CETA – ETQA Trainers with the following expertise are required:**

- Relevant degree in any field
- Minimum Qualification Degree (NQF 7)
- Minimum experience 5 years after qualifications

**Scoring:** The LIC Trainer will be scored on full points of 15 as detailed hereunder.

**1. Qualifications (any field) 5 points**

- |                           |   |          |
|---------------------------|---|----------|
| a) Degree (NQF 7)         | = | 3 point  |
| b) Honours Degree (NQF 8) | = | 4 points |
| c) Masters Degree (NQF 9) | = | 5 points |

**1.1 Professional Registration with CETA – ETQA Registration 5 points**

- a) CETA – ETQA Registration = 5 points

**2. Years of work experience (after graduation) 3 points**

- |                        |   |          |
|------------------------|---|----------|
| a) Below 5 years       | = | 0 points |
| b) 5 to below 7 years  | = | 3 points |
| c) 7 to below 10 years | = | 4 points |
| d) 10 years and above  | = | 5 points |

**3. Highest value (Project Contract Value) of a single completed project that is related to infrastructure and LIC Training, as project manager 2 points**

- |                   |   |          |
|-------------------|---|----------|
| a) Below R500,000 | = | 1 point  |
| b) Above R500,000 | = | 2 points |

**C. Professional Civil Engineers/ Technologists – 2 [Total 15 points]**

**The support engineer with the following expertise are required:**

- Civil Engineer/ Technologist (with LIC experience)
- Minimum Qualification Degree (NQF 7)
- Minimum experience 5 years after qualifications

**Scoring:** The engineer will be scored on full points of 15 as detailed hereunder.

**1. Qualifications 5 points**

- |  |   |          |
|--|---|----------|
| d) Degree in Civil Engineering (NQF 7)         | = | 3 point  |
| e) Honours Degree in Civil Engineering (NQF 8) | = | 4 points |
| f) Masters Degree in Civil Engineering (NQF 9) | = | 5 points |

**1.1 Professional Registration with ECSA 5 points**

- b) Pr. Tech Eng = 4 points



c) Pr. Eng = 5 points

2. LIC Training Accreditation (CETA Approved)

**5 points**

c) LIC Training Certificate = 5 points

**D. ICT Professional – 1 [Total 15 points]**

**The support professionals with the following expertise are required:**

- Experience in data and information management systems.
- Minimum Qualification Honours Degree (NQF 6)
- Minimum experience 2 years after qualifications

**Scoring:** Computing and information technology specialist with the relevant qualifications and experience in design, enhancement and maintenance of computer-based database or information management systems, similar to EPWP or MIG MIS .databases

**1. Qualifications (ICT related)**

**10 points**

- |                           |             |
|---------------------------|-------------|
| a) Degree (NQF 7)         | = 6 points  |
| b) Honours Degree (NQF 8) | = 8 points  |
| c) Masters Degree (NQF 9) | = 10 points |

**2. Years of work experience (after graduation)**

**5 points**

- |                        |            |
|------------------------|------------|
| e) Below 5 years       | = 0 points |
| f) 5 to below 7 years  | = 3 points |
| g) 7 to below 10 years | = 4 points |
| h) 10 years and above  | = 5 points |

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of 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: Approach paper

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

As the contents of a proposal give a clear first-hand impression about the capability of the tenderer, the tenderer is expected to submit an organized well-written proposal (approach paper on methodology in achieving the project goal). File separators or section dividers must be used for each of the chapters and annexures **not more than 30 pages (but not less than 10 pages) using font Arial regular 11 points having margins at each side no less than 2,54 cm and line spacing no less than 1,15.**

The approach paper must contain at least the following:

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

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

**Approach:** Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities/ deliverables as have been foreseen in 'Part C 3.1 Scope of work', detailing at least the following:

7. Methodology to be adopted;
8. Project implementation schedule (Activity, task and sub-tasks to achieve the deliverables);
9. A schedule detailing their activity and task inputs, period and organogram(s) for the proposed project team and their responsibilities;
10. Identified project implementation Risks and Risk Management proposals;
11. Quality control mechanisms to be adopted for project deliverables;
12. Stakeholder identification, management and reporting mechanisms to be followed.

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

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
<b>Approach Paper</b>		<b><u>10 points</u></b>
Methodology to be adopted	Adequate illustration of Program Knowledge, informative appropriateness of proposed approach (3 points) and presentation (1 point)	4 points

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Enterprise name*

**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

**Cooperative Governance & Traditional Affairs**

Reference no.: **MISA/LIC/LDM/008/2022**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN MATJHABENG LOCAL MUNICIPALITY IN LEJWELEPUTSWA DISTRICT, FREE STATE PROVINCE.**

## The Contract

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Based on

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

## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

### Cooperative Governance & Traditional Affairs

Reference no.: MISA/LIC/LDM/008/2022

#### APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN MATJHABENG LOCAL MUNICIPALITY IN LEJWELEPUTSWA DISTRICT, FREE STATE PROVINCE.

##### C1 AGREEMENTS AND CONTRACT DATA

##### C1.1 FORM OF OFFER AND ACCEPTANCE

###### OFFER

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

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT AND EXPENSES**  
calculated following 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 another period as agreed, whereupon the tenderer becomes the party named as the *Consultant* in the conditions of contract identified in the Contract Data.

Signature

Date:

.....  
Name

.....  
Capacity

.....  
**For the  
tenderer:**

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

Name &  
signature  
of the  
witness

Date

## ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the Service Provider the amount due following 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

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 following 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 within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature

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

Name(s) Ntandazo Vimba

Capacity Chief Executive Officer

For the Employer Municipal Infrastructure Support Agent

## Schedule of Deviations

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

.....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

5 Subject .....

Details .....

.....



.....  
.....

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

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

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

# MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

## Cooperative Governance & Traditional Affairs

Reference no.: MISA/LIC/LDM/008/2022

### APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN MATJHABENG LOCAL MUNICIPALITY IN LEJWELEPUTSWA DISTRICT, FREE STATE PROVINCE.

#### C1.2 CONTRACT DATA

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

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

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#### Part one - Data provided by the *Employer*

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##### 1 General

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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

##### X7: Delay Damages

##### X10: Employer's Agent

##### Z: Additional conditions of contract

of the NEC 3

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10.1	<i>The Employer is</i> Municipal Infrastructure Services Agent Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal Address: Private Bag X105, Centurion 0046 Telephone: 012 848 5300
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11.2(7)	<i>The Scope is as given in section C3: Scope of works</i>
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12.2	<i>The law of the contract is the law of the Republic of South Africa</i>
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13.1	<i>The language of this contract is English</i>
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13.3	<i>The period of reply is 2 weeks</i>
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22.1	If the <i>Service Provider</i> subcontracts work, it should not be more than 40% of the total value of the contract.								
<b>3</b>	<b>Time</b>								
30.1	The <i>starting date</i> is <b>14 days after the date of issuance (exclusive) of the award letter</b> unless otherwise agreed by the Parties.								
11.2(2)	The <i>completion date</i> for the whole of the <i>services</i> is <b>6 calendar months after the start date</b> .								
31.1	The <i>Service Provider</i> submits programme with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> , which will be adjusted, if need be, based on proposed duration in the programme through consultation.								
<b>5</b>	<b>Payment</b>								
50.1	The <i>assessment interval</i> is monthly on or before the <b>20<sup>th</sup></b> day of each successive month.								
50.3	<p>The <i>expenses</i> stated by the <i>Employer</i> are as follows;</p> <table border="1"> <thead> <tr> <th>Item</th><th>Amount</th></tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> <li>printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports</li> <li>covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports</li> <li>maps, models and presentation materials required by the <i>Employer</i></li> </ul> </td><td>market related cost or in accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za/ServiceProviders">www.publicworks.gov.za/Service Providers</a></td></tr> <tr> <td> <ul style="list-style-type: none"> <li><b>Accommodation</b> where the services necessitates that staff identified in Part 2 of the Contract Data to be accommodated in areas as identified by the <i>Employer</i> to perform the services authorised by the <i>Employer</i></li> </ul> </td><td>Cost limited to R 1 400 per person per day including bed and breakfast.</td></tr> <tr> <td> <ul style="list-style-type: none"> <li><b>Vehicle travel</b> within areas identified by the employer to perform the services as authorised by the <i>Employer</i>. (For Staff identified in Part 2 of the Contract Data)</li> </ul> </td><td>in accordance with the latest Rates Department of Transport</td></tr> </tbody> </table>	Item	Amount	<ul style="list-style-type: none"> <li>printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports</li> <li>covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports</li> <li>maps, models and presentation materials required by the <i>Employer</i></li> </ul>	market related cost or in accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za/ServiceProviders">www.publicworks.gov.za/Service Providers</a>	<ul style="list-style-type: none"> <li><b>Accommodation</b> where the services necessitates that staff identified in Part 2 of the Contract Data to be accommodated in areas as identified by the <i>Employer</i> to perform the services authorised by the <i>Employer</i></li> </ul>	Cost limited to R 1 400 per person per day including bed and breakfast.	<ul style="list-style-type: none"> <li><b>Vehicle travel</b> within areas identified by the employer to perform the services as authorised by the <i>Employer</i>. (For Staff identified in Part 2 of the Contract Data)</li> </ul>	in accordance with the latest Rates Department of Transport
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<ul style="list-style-type: none"> <li><b>Accommodation</b> where the services necessitates that staff identified in Part 2 of the Contract Data to be accommodated in areas as identified by the <i>Employer</i> to perform the services authorised by the <i>Employer</i></li> </ul>	Cost limited to R 1 400 per person per day including bed and breakfast.								
<ul style="list-style-type: none"> <li><b>Vehicle travel</b> within areas identified by the employer to perform the services as authorised by the <i>Employer</i>. (For Staff identified in Part 2 of the Contract Data)</li> </ul>	in accordance with the latest Rates Department of Transport								
51.1	The period within which the payments are made is <b>thirty</b> days from the date of receipt (exclusive) of the invoice.								
51.2	<p>The <i>currency of this contract</i> is the South African Rand.</p> <p>The <i>interest rate</i> is the Prime lending rate of the <i>Employer's</i> Bank.</p>								

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**6 Compensation events**

As per standard NEC3 clause 60.1.

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**7 Rights to material**

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

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**80 Indemnity, insurance and liabilities**

80.1 The amounts of insurance and the periods for which the *Service Provider* maintains insurance are as follows:

Event	Cover	The period following Completion of the whole of the works or earlier termination
Risk of design deficiency and or errors for which events Professional Indemnity would cover.	R 1 million in respect of each claim, without limit to the number of claims	Until the end of the defects date.
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the <i>Service Provider</i> deems desirable also	Until the end of the completion date.
All risk contract works	Amount of cover to match contract value	

81.1 The *Employer* provides no insurance cover.

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

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**9 Termination and dispute resolution****10 Data for the main Option clause****A Priced contract with activity schedule**

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

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**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](http://www.ice-sa.org.za)),

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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](http://www.ice-sa.org.za)).

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

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**12 Data for secondary Option clause(s)**

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<b>X2</b>	<b>Change in the law</b>
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
<b>X 7</b>	<b>Delay Damages</b>
X7.1	The <i>delay damages</i> for completion of the wholes of the works are <b>R 2000</b> per calendar day
<b>X10</b>	<b>Employer's Agent</b>
X10.1	<p>The <i>Employer's Agent</i> is  Chief Executive Officer  (Mr Ntandazo Vimba) or  Delegated MISA Official</p> <p>Physical Address:      Letaba House, Riverside Office Park  1303 Heuwel Avenue, Centurion, Pretoria 0046</p> <p>Postal Address:        Private Bag X105, Centurion 0046</p> <p>Telephone:              012 848 5300</p>
<b>Z</b>	<b>Additional conditions of contract</b>
	The <i>additional conditions of the contract</i> are
<b>Z1</b>	<p><b>Tax invoices</b></p> <p><b>The Service Provider's invoice.</b></p> <p>Delete the first sentence of core clause 50.2 and replace with:  Invoices submitted by the <i>Service Provider</i> to the <i>Employer</i> include the details stated in the <i>Scope/ Price Schedule</i> to show how the amount due has been assessed, and  the details required by the <i>Employer</i> for a valid tax invoice.</p> <p>Delete the first sentence of core clause 51.1 and replace by:  The <i>Employer</i> makes each payment within <b>thirty</b> days from the date of receipt (exclusive) of the <i>Service Provider's</i> invoice showing the details, which this contract requires or if a different period is stated in the Contract Data, within the period stated.</p>
<b>Z2</b>	<p><b>Selection and appointment of the Adjudicator</b></p> <p>Add the following paragraph to clause W.1.2(1)</p> <p>Within 2 weeks after declaring a dispute and if the <i>Adjudicator</i> was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>), whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i> for the Contract. The Parties appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013.</p>
<b>Z3</b>	<p><b>Acts or omissions by mandatories</b></p> <p>In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Employer</i> is relieved of all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Service Provider</i> and his employees to the extent permitted by this Act and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Service Provider</i> contemplated in section 37(2).</p>

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## Part two - Data provided by the *Service Provider*

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10.1                      *The Contractor is*

Name:.....

Physical Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Post Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

---

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

1 Name: \_\_\_\_\_

Position in the Project Team: \_\_\_\_\_

Responsibilities:

Qualifications:

Physical Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Address: \_\_\_\_\_ Post Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Role of key person	Name of key person
Contract Manager	
ETQA LIC Trainer 1	
ETQA LIC Trainer 2	
Professional Civil Engineer 1	
Professional Civil Engineer 2	
ICT Professional	

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# MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

## Cooperative Governance & Traditional Affairs

Reference no.: MISA/LIC/LDM/008/2022

### APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN MATJHABENG LOCAL MUNICIPALITY IN LEJWELEPUTSWA DISTRICT, FREE STATE PROVINCE.

#### C2 PRICING DATA

##### C2.1 PRICING ASSUMPTIONS

###### PREAMBLE 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](http://www.publicworks.gov.za). Service Providers will be reimbursed based on actual cost for only 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 tenderer has to submit, together with the tender, details of the quoted total cost using the table given in Annexure A: Breakdown of Costs of Quoted Price. Each of the deliverables has to be cost detailing of activities showing personnel input and rate, showing all possible cost inclusive of all taxes (except VAT) to be incurred by the tenderer in executing the project, staff, administration, local travel and subsistence, accommodation, profit margin, etc. showing rates, quantities and total amount. This is to justify the tenderer's tendered price.
7. 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.

8. All items on the Price List must be priced.

Tenderers must note that in case of a successful tenderer offering discount, the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.

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. Tenderers should take note that payment will be only based on **acceptable completed activities** on production of appropriate tax invoice(s). Any payment claimed as part completion of an activity may be considered if the completion of work is acceptable and does not influence the completion of the rest of activities at agreed pro-rata with the Project Manager.
12. 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).

## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

### Cooperative Governance & Traditional Affairs

Reference no.: MISA/LIC/LDM/008/2022

#### APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR INTENSIVE CAPACITY BUILDING PROGRAMME IN MATJHABENG LOCAL MUNICIPALITY IN LEJWELEPUTSWA DISTRICT, FREE STATE PROVINCE.

##### C2.2 PRICING LIST

1. Costs incurred by the *Tenderer* other than the listed expenses are assumed as included in the Rates and Prices quoted. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.
2. The rates provided in the table below must be all-inclusive, i.e. inclusive of any support staff and administrative staff and associated costs; and disbursement costs. That means, MISA will not entertain any additional claims for support- staff, administrative staff, or disbursements.
3. Tenderers must note that the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.
4. Evaluation of the "cost" portion of the tender will take into account both the total price and the rates for individual team members and their proposed input in completing a task. The basis will be the tenders' detailed cost breakdown according to item 5 of the above section C2.1 Pricing Assumptions. The tenderers are advised to use the template given in **Annexure A** for their detailed costs break down.
5. The prices should be fixed for the contract period of 36 months.

##### C2.2.1 THE PRICING SCHEDULE

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

Client makes entries in the first four columns.

For each row:

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

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

## SCHEDULE OF ACTIVITIES

Deliverable Number	Description	Unit	Quantity	Rate Rand	Total item Price Rand
DELIVERABLE 1	PROJECT INITIATION & INCEPTION	Sum	1		
DELIVERABLE 2	PROGRAMME PREPARATION & PLANNING	Sum	1		
DELIVERABLE 3	TRAINING FOR LIC	Sum	1		
DELIVERABLE 4	IMPLEMENTATION OF LIC PROJECTS & CONTROL	Sum	1		
DELIVERABLE 5	EPWP & LIC REPORTING	Sum	1		
DELIVERABLE 6	CLOSEOUT & HANDOVER	Sum	1		
DELIVERABLE 7	REQUIRED PROGRAMME REPORTING – ALL STAGES	Sum	1		
	<b>Sub-Total (Cost of Deliverables)</b>				
	<b>Plus 15% VAT</b>				
	<b>Sub-Total 1 (Cost of Deliverables)</b>				
REIMBURSABLE	a. Stakeholder Workshops (payable based on actual cost)	Sum	1		
	b. Travel, accommodation and other related costs payable based on actual Cost	Sum	1		
	<b>Sub-Total 2 (Cost of Reimbursable)</b>				
	<b>TOTAL (Sub-Total 1 + Sub-Total 2)</b>				
	<b>GRAND TOTAL</b>				

TOTAL QUOTED PRICE (in word)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ to be carried to the Form of Offer.(NB)

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

Name: .....

Position: .....

Enterprise name: .....

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

### < TEMPLATE TO BE USED >

#### A. Assumptions

Number of working hours per day = 8 hours;

Number of working days per year = 230 days; and

Full Time Equivalent (FTE) over 12 months = 230 days.

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

Position Name of Resources in the proposed project Team	Hourly Rate (inclusive of all cost, except VAT) (Rand)	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total Person days over 6 months	FTE over 6 months (in number of person)	Total cost per person (Rand)
Contract Manager					
ETQA LIC Trainer 1					
ETQA LIC Trainer 2					
Professional Civil Engineer 1					
Professional Civil Engineer 2					
ICT Professional					
Supporting Staff					

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 6 months	FTE over 6 months (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)**

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 6 months	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
<b>DELIVERABLE 1: PROJECT INITIATION &amp; INCEPTION</b>						
ACTIVITY___:	Contract Manager					
	ETQA LIC Trainer 1					
	ETQA LIC Trainer 2					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	ICT Professional					
	Supporting Staff					
<b>DELIVERABLE 1 TOTAL</b>						
<b>DELIVERABLE 2: PROGRAMME PREPARATION &amp; PLANNING</b>						
ACTIVITY___:	Contract Manager					
	ETQA LIC Trainer 1					
	ETQA LIC Trainer 2					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	ICT Professional					
	Supporting Staff					
<b>DELIVERABLE 2 TOTAL</b>						
<b>DELIVERABLE 3: TRAINING FOR LIC</b>						
ACTIVITY___:	Contract Manager					
	ETQA LIC Trainer 1					
	ETQA LIC Trainer 2					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 6 months	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
	ICT Professional					
	Supporting Staff					
DELIVERABLE 3 TOTAL						
<b>DELIVERABLE 4: IMPLEMENTATION OF LIC PROJECTS &amp; CONTROL</b>						
ACTIVITY___:	Contract Manager					
	ETQA LIC Trainer 1					
	ETQA LIC Trainer 2					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	ICT Professional					
	Supporting Staff					
DELIVERABLE 4 TOTAL						
<b>DELIVERABLE 5: EPWP &amp; LIC REPORTING</b>						
ACTIVITY___:	Contract Manager					
	ETQA LIC Trainer 1					
	ETQA LIC Trainer 2					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	ICT Professional					
	Supporting Staff					
DELIVERABLE 5 TOTAL						
<b>DELIVERABLE 6: CLOSEOUT &amp; HANDOVER</b>						
ACTIVITY___:	Contract Manager					
	ETQA LIC Trainer 1					



Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 6 months	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
	ETQA LIC Trainer 2					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	ICT Professional					
	Supporting Staff					
DELIVERABLE 6 TOTAL						
<b>DELIVERABLE 7: REQUIRED PROGRAMME REPORTING – ALL STAGES</b>						
ACTIVITY___:	Contract Manager					
	ETQA LIC Trainer 1					
	ETQA LIC Trainer 2					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	ICT Professional					
	Supporting Staff					
DELIVERABLE 7 TOTAL						
DELIVERABLES TOTAL {SUMMATION (DELIVERABLE 1 TO DELIVERABLE 7)}						
REIMBURSABLE TOTAL						
TOTAL Cost						
VAT @ 15%						
GRAND TOTAL INCLUSIVE OF VAT						

**Tender Reference:** MISA/LIC/LDM/008/2022

initials..... G J .....

## **MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

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

Reference no.: **MISA/LIC/LDM/008/2022**

#### **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN AND MANAGEMENT OF A LABOUR-INTENSIVE CAPACITY BUILDING PROGRAMME IN MATJHABENG LOCAL MUNICIPALITY IN LEJWELEPUTSWA DISTRICT, FREE STATE PROVINCE.**

### **C3 SCOPE OF WORK**

#### **C3.1 BACKGROUND, INTRODUCTION AND PURPOSE**

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

An amount was approved for the Department of Cooperative Governance (DCOG) to build capacity for the implementation of Labour Intensive Construction (LIC) methods and related support to municipal infrastructure projects.

The capacity building and support will be done and managed through this appointment, while the municipal project construction works will be funded by the particular municipalities from their grant funding allocation and own funds – therefore the appointment of any service provider for the physical execution of the municipal infrastructure projects, will be done by the municipalities. The programme started in May 2021 with a number of appointed programme management consultants who initially worked in the first cohort of fifteen (15) pilot municipalities throughout the whole country.

The purpose of this tender is to procure a programme management consultant organisation, to extend the same programme to Matjhabeng Local Municipality in the Free State Province. The project management consultant will design and manage the activities and other role player organisations in the capacity building and support programme, including the Matjhabeng Local Municipality, their project consultants and contractors.

The work includes the creation and sharing of good practices and improvements of LIC on all levels of the programme, with the ultimate goal to increase the labour intensity on each municipal project. This programme must build capacity for LIC implementation in the local government sphere and prepare Matjhabeng Local Municipality to mainstream LIC capacity for projects on policy level.

The work of this programme will include the following:

1. assist the municipality and all relevant stakeholders and role players to improve labour-intensity in the implementation of municipal infrastructure projects
2. work will relate to both capacity building, and management assistance for practical implementation of construction projects
3. selected projects must be related to basic infrastructure services such as roads (and related storm water), water and sanitation

4. the projects may include both capital or operational work, both new infrastructure creation or work related to maintenance, refurbishment, upgrading or replacement of existing infrastructure
5. the projects must be executed within the context of utilising the existing municipal conditional grants allocated to the municipality as the implementing agent for these projects, e.g. mostly from the municipal infrastructure grant (MIG).
6. prepare and establish the LIC methods as a mainstreamed choice and competence of the municipalities' use of the MIG funding in the industry of municipal infrastructure construction, establish the standardisation of LIC method and focus in municipal policy, to enable LIC in other grant funding programmes, e.g. INEP, WSIG, etc

The stakeholders and role players in the municipal infrastructure work environment for whom capacity must be developed and who may be involved in the practical implementation of projects, include the following groups:

1. Those in a governance / managerial position:
  - Municipalities — including Council, the municipal manager and directors, and key relevant personnel tasked with engineering or project management of infrastructure work
  - MISA – relevant personnel (training will be done by others)
  - Provincial Governments — relevant personnel working with infrastructure grant management or municipal infrastructure
  - National Departments of Cooperative Governance, Public Works, Water Affairs and others — relevant personnel to be confirmed
2. Those responsible for the execution of capacity building work, together with the programme management consultant (this appointment):
  - The appointed programme management consultant (procured by this tender)
  - Any sub-consultant (if any, nominated or not) to assist with the capacity building and support programme. This includes the MISA-framework consultants already appointed by MISA in each district across SA, for the supply of professional engineering services related to roads, water and sanitation. Other sub-consultants may include professional service providers (PSP's) for the LIC training, for social community facilitation services, or ICT specialists for the upgrading of the national EPWP and LIC reporting system.
3. Those responsible for doing the engineering and construction work on site at municipalities:
  - PSP's appointed by the municipalities for the infrastructure projects, including;
  - professional design engineers or consultants, site supervisors or;
  - construction management consultants, contractors or;
  - groups of labourers or individuals selected / appointed from the communities through accepted municipal methods
4. The communities and beneficiaries:
  - Community members benefitting from the project and,
  - communities from where labourers are selected for the physical work on site.

Labour intensity is the ratio of rand-value of labour opportunities made available on each project compared to the total project rand value.

The higher the labour intensity, (i.e. the higher this ratio of work by hand, instead of machines) — the higher would be the number of labour opportunities created per project, and the more efficient the utilisation of funding would be for the creation of labour opportunities on infrastructure projects.

The main characteristic of LIC is that labourers work and are paid for completing a defined piece of day-work, instead of being paid per time-period, e.g. day or week.

The Municipal Infrastructure Support Agent (MISA) has the mandate to build and improve capacity in municipalities for infrastructure development and improvement of technical service delivery.

MISA was appointed by DCOG to work with key stakeholders to devise mechanisms for a programmatic and structured approach, including intervention activities through which to improve the ability of municipalities and their local government stakeholders — to implement optimised labour-intensive construction (LIC).

#### Problem Statement:

The current implementation of grant funding for the creation of municipal infrastructure, especially the MIG is aiming at eradicating service delivery backlogs — include the objective of creating local unskilled labour opportunities on each project in the grant conditions. However, the numbers of such opportunities created across the country, is not enough, the labour intensity is not optimised and it can be increased dramatically in order to create work opportunities for a stronger economy, now and in the future.

Although labour-based construction is implemented — mainly on portions of projects — very few true labour-intensive construction (LIC) projects are implemented, with the result that the labour intensity and several possible labour opportunities are not optimally utilised. This is a result of the fact that national LIC policy is not fully implemented, but also due to lack of capacity throughout the construction industry, e.g. at the municipal clients, consulting engineers and construction contractor firms.

The labour opportunities created through recent and existing projects are also not reported, or not reported adequately, which creates a current perceived and/or real under-performance and lack of data and information.

There is a need to implement good practices for LIC and also to capture and document additional good practices for the improvement of LIC implementation across the country.

#### Objective and Purpose of this Tender:

MISA's objective with this LIC capacity building programme, is to update and enhance the guidelines, frameworks, structures (if required) and industry-wide understanding of LIC, with the result to build capacity for LIC in the local government sphere and at municipalities for municipal infrastructure projects, especially those utilising MIG funding.

The management consultant will be supported by MISA in the rollout of LIC Guidelines for infrastructure planning, funding, execution, operations and maintenance. Reference must be made to existing guidelines of EPWP and ensure all updated documentation to be used in the municipal environment.

The aim is to establish planning, designing and implementation of more infrastructure projects incorporating optimal use of labour-intensive techniques.

The improved guidelines on labour-intensive construction (LIC) and / or the Expanded Public Works Programme (EPWP) must provide a means to regulate the utilisation of LIC techniques on all grant-funded infrastructure projects in municipalities to significantly contribute towards creation of work opportunities in municipal construction projects.

The existing data capturing and reporting systems on labour-based and labour-intensive infrastructure components of projects must be improved and managed effectively on a monthly basis, e.g. with data and information at least 95% accurate and complete.

The appointment by this tender would be for six months only, with the option to extend it based on justifiable reasons and the availability of additional funding.

A summary of outputs and outcomes are as follows:

Table of Outputs and Outcomes:

<b>Outputs (Deliverables)</b>	<b>Outcomes (Impact)</b>
Obtain information and update knowledge and do research where required — for the compilation and enhancement of the body of knowledge related to the creation of labour-intensive work opportunities.	Update and enhance the best practices, norms and standards, as well as all required activities – for labour-intensive implementation of projects in the municipal and local government sphere.
Delivered practical LIC training or refresher courses to municipal officials and other persons working in the field of municipal support and execution of grant-funded projects in the local government sphere, to share knowledge and prepare individuals for the implementation and execution of high labour intensity projects	Increase the level of understanding and competence of all relevant municipal staff, individuals of appointed professional service providers including consultants and contractors — to effectively implement the required knowledge of labour-intensive work on various projects in the local government sphere and at municipalities.
Improve the current reporting activities at all local government institutions receiving grant funding which includes the requirements of creating work opportunities, including augmentation of the staff component and capacity required to do the reporting, e.g. through facilitating the appointment of additional data capturers.	Increase capacity at municipalities and their appointed professional service providers (PSP's) for the reporting of work opportunities created on capital infrastructure projects and other grant-funded projects, to ensure effective, efficient and economic reporting.
Report all labour opportunities completely and accurately and improve the reporting procedures, framework and system so that reporting is effective, quicker, accurate,	Create a clean set of data of work opportunities created in the past, with complete and accurate actual data and information as new report.

easier, and linked to the procedures of other grant funding and conditions, in addition to the EPWP grant framework.	The new report and reporting framework and procedures must be in line with the grant requirements.
Update and enhance the regulatory framework for the creation of work opportunities of grant funding programmes which include the conditions related to work opportunities.	Create and improve a well-structured system of regulations, guidelines and enforcement for the effective creation of LIC projects and related work opportunities, to high practical labour intensity according to practical and tested norms and standards for LIC work.
Facilitate the design and implementation of labour-intensive projects for the creation of a maximum number of additional work opportunities on projects, including the assistance to municipalities to identify and develop projects into LI projects, assisting pilot projects in each Province of South Africa, ensuring that all best practices are followed, and assist with the completion of the projects while analysing the challenges, the norms, standards and possible recommendations to enhance LI projects	Ensure that all updated body of knowledge of LI including norms standards and best practices are tested on implemented projects during a process of skills and knowledge transfer and capacity building at selected municipalities.

### C3.2 GENERAL REQUIREMENTS OF THE TENDERER

In order to do the LIC development work, the services of a consultant is required, who do have SAQA-accredited labour intensive training, appropriate LIC experience, who may be a service provider as well, and able to have the abilities to fulfil the requirements of a management consultant. The management consultant may appoint sub-consultants, especially to enhance geographical representation in municipal areas across the country. The management consultant must be able to fulfil all work required to facilitate, support and manage the programme.

The management consultant would have to have experience and expertise related to the following:

- Able to illustrate strong project and programme management abilities
- Knowledge of the municipal infrastructure sector
- Engineering and construction work experience – related to all municipal services
- LIC Training or received training already
- LIC project implementation experience
- Administrative and management responsibilities – including communication and reporting
- Development and detail design of projects including LIC projects
- Executing and Supervising of projects throughout all lifecycle steps

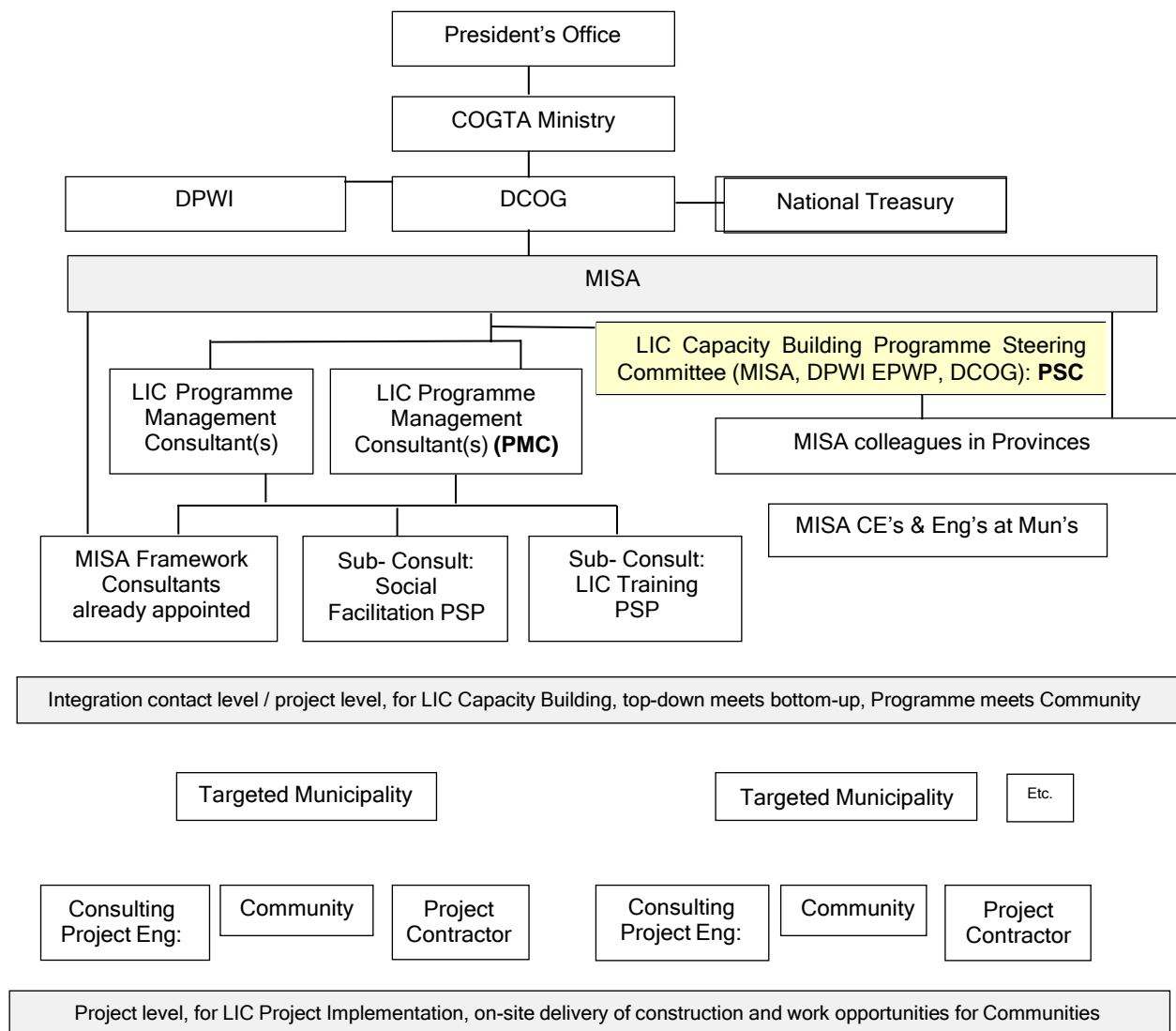
Each tenderer must be able to provide an Activity-Cost-Time Schedule including the following information for each planned process and task:

- Method statement
- Resource allocation
- Duration of tasks / processes
- Duration and cost of each resource
- Cost summary per task and per municipality
- Planned cash flow

### C3.3 PROPOSED PROGRAMME STRUCTURE

The following schematic drawing illustrate the programme management structure showing the lines of communication and reporting. The specific LIC Capacity building projects at municipalities such as the one proposed for Matjhabeng Local Municipality will be managed within such a structure.

#### Proposed Programme Structure:



#### Notes applicable to the above Structure:

1. The structure is an indicative layout only and the real work structure may be different as long as the required work deliverables are achieved.
2. The MISA client stakeholders include the:
  - National Departments of DCOG, DPWI and NT
  - Provincial Departments involved with municipal infrastructure, e.g. Provincial Departments of Local Government / Cooperative Governance, Public Works and other line Departments, e.g. Water Affairs, Transport, etc.
  - All the municipalities (local and district) that are doing municipal infrastructure project, whether they are currently assisted by MISA's services (i.e. "clients" of MISA) for capacity building, or not. Initially, it would only be the MISA-assisted pilot



municipalities, i.e. fifteen (15) of the municipalities with capacity challenges. The chosen fifteen would have medium capacity and ability to respond to this LIC Capacity Programme

- The communities in the municipalities who are the ultimate beneficiaries of this programme. Initially, and for this whole Programme, only certain communities would be beneficiaries.
3. The LIC Capacity Building Programme, Management Steering Committee, i.e. the Programme Steering Committee (**PSC**), will be responsible for the overall Programme Management of this LIC Programme and management of the Programme Management Consultant. All reporting will be presented to and shared with the PSC.
  4. The same PST will also be responsible to manage a related Programme, i.e. for the **Study and Documentation of all LIC Practices and Improvements and Updating of SA Guidelines, for which a Research Institution would be appointed.**

The Programme Management Consultant (**PMC**) and **Research Institution** will work closely together as part of the responsible tasks of both — to obtain, test, analyse and share data, information, improvements and good practices for the research components of LIC capacity building.

5. The above structure illustrates two (2) Programme Management Consultants (PMC's) — however, it is a schematic layout and it provides for the flexibility of MISA to possibly appoint more than one PMC if required, depending on the details from the tenders received and proposed geographical representation, etc.
6. The Programme Management Consultant (PMC) may create a joint venture or appoint sub-consultants (nominated by the client or not) to ensure geographic representation across SA and / or to enhance the functional expertise, for the:
  - LIC and / or construction training services
  - social facilitation and / or community liaison services
  - professional services required for the upgrading of the EPWP and LIC reporting system – including database designers and IT programming specialists
  - professional engineering services to assist the Municipal Consultants with the management of LIC aspects of the design and documentation of project work
  - professional engineering services to assist the Municipal Contractors with the management of LIC aspects of the project(s) construction, LIC site supervision and the planning and implementation of piece work and other construction on site.
  - other consulting services

Appointment of any sub-consultant requires due processes of MISA, MISA's approval, consent and confirmation prior to appointment.

It would be necessary to include relevant individuals in the assessment to verify their capacity and training requirements for this Programme — as required by the client, and advised by the Programme Management Consultant.

7. On the Integration Contact level with the municipalities — certain Provincial Department and other organisations would be involved, depending on the selection of the projects, e.g. for a sport infrastructure project, the relevant sport departments would be involved.

The relevant individuals of the municipality and other organisations, should be regarded as stakeholders or responsible role players of this Programme. The client will assist in providing names and contact details where required.



It would be necessary to include relevant individuals in an assessment to verify their capacity for this Programme and will be included in the LIC capacity building activities, e.g. LIC training, to ensure that all would be able to understand and ensure work to an acceptable required level of expertise for this LIC Programme.

8. On the infrastructure project level, the municipalities utilise their own funds and grant funding to implement the municipal infrastructure projects. As per the MIG grant conditions, selected projects have to adhere to the grant requirements for approval, prior to implementation. The application of LIC methods is one of the latest MIG conditions to ensure that a certain percentage of the annual MIG funding is applied towards LIC implementation.

The municipalities would appoint their own professional service providers (PSP's) for the projects in line with municipal supply chain procedures, i.e.:

- Professional engineering consultants for the technical design and documentation in line with LIC and related other professional services.
- Construction Contractors, using relevant documentation in line with LIC methods.

Construction Contractors may include the following:

- Local emerging contractors or established construction companies
- Local emerging contractors appointed on a framework contract for a period of time or certain construction works
- Groups of local labourers, i.e. as labour-only contracts, with the municipalities responsible to do construction management internally or by appointment of a site-management contractor.

On the project level, the relevant individuals of the municipal PSP's must be included in an assessment to verify their capacity for this Programme as required. The PSP's will be included in the LIC capacity building activities, e.g. LIC training, to ensure that all PSP's would be able to produce their services on the projects, to an acceptable required level of expertise for this LIC Programme.

9. The communities and unskilled labour is the ultimate client and beneficiary of this programme. Capacity building is required on the project level, to create a sustainable environment for LIC, where projects can be done to LIC methods now, and in the future.

The PMC must assist municipalities in developing the best local methods to select labourers for project. The labour component of the LIC project must be included in a simple assessment to verify their capacity for this Programme as required. The labourers will receive the required LIC and on-site construction training as required.

### C3.4 STAKEHOLDERS & MANAGEMENT

The following stakeholders have been identified as critical to the successful implementation of the programme

#### List of Stakeholders

Stakeholder	Roles and Responsibilities
COGTA	Monitor LIC performance and roll-out by MISA Work hand in hand with MISA to ensure alignment of the MIG framework to LIC work components.

<b>MISA</b>	Oversee the LIC programme rollout and provide technical support to the municipalities.
<b>LOCAL &amp; DISTRICT MUNICIPALITIES:</b>	Assist DCOG and MISA by supporting project designs (were appropriate) for projects to be implement with a bias to LIC. Lead the social facilitation process and the labour register. Projectimplementers of LIC projects
<b>DPWI</b>	Support DCOG and MISA with technical expertise in the LIC roll-out taking lessons from Expanded Works Programme
<b>SALGA</b>	Support the roll out of the programme across the local, district and the metro municipalities. Represent, promote and protect the interests of local governments and to raise the profile of local government, amongst other objectives.
<b>OTHER PARTICIPATING SECTOR DEPARTMENTS OF THE MIG PROGRAMME</b>	Support and give guidelines on the LIC standards in line with sector specific standards (DWS, Transport, Environment, Sport)
<b>PROVINCIAL COGTA's</b>	Support the program through monitoring and support municipalities with the roll-out of the LIC
<b>NATIONAL TREASURY</b>	Support with compliance to applicable legislations e.g. MFMA, SCM regulations
<b>CIDB</b>	Support the use of LIC and issue standards and thresholds for contractors

The appointment of the management consultant will be with MISA, although reporting is communicated to the stakeholder with the following management responsibilities:

#### Stakeholder Management Responsibility

Stakeholder/ Participant	Role	RACI classification
Programme Owner: COGTA	<ul style="list-style-type: none"> <li>• Provide overall programme guidance.</li> <li>• Budget control</li> <li>• Review/approve some programme elements and reports.</li> <li>• Reports progress at certain strategic platforms as required (performance of the programme to Portfolio Committee, MINMEC, etc.)</li> <li>• Stakeholder management</li> </ul>	Accountable.
Implementing Agent: MISA	<ul style="list-style-type: none"> <li>• Provides programme direction (service providers, affected stakeholders, beneficiaries, etc.).</li> <li>• Compilation of programme execution plan and all associated sub plans,</li> <li>• Review and approve LI designs, standards and programme implementation and management plan,</li> <li>• Compilation of pre-feasibility report,</li> <li>• Support in the development of the communication plan</li> <li>• Arrange for classification report to be done</li> <li>• Direct/lead team members towards programme objectives.</li> <li>• Approval of schedule and budget before approaching the relevant affected parties.</li> <li>• Monitor and direct programme progress in accordance to the programme plan/schedule.</li> <li>• Programme stakeholder management</li> <li>• Approve payments and cost management</li> </ul>	Responsible
SALGA	<ul style="list-style-type: none"> <li>• Participate in the following structures: <ul style="list-style-type: none"> <li>- CoGTA MINMEC;</li> <li>- COGTA Technical MINMEC;</li> <li>- CoGTA Top Management; and</li> <li>- Programme Steering Committee</li> </ul> </li> </ul>	Consulted
Department of Public Works & Infrastructure (EPWP unit)	<ul style="list-style-type: none"> <li>• Provide existing tools and guidance on the EPWP principles;</li> <li>• Participate in the Programme Steering Committee</li> </ul>	Consulted
Asset Owners: Municipalities	<ul style="list-style-type: none"> <li>• Provide enabling environment for the programme planning and implementation (i.e. land, project identification, identification of beneficiaries - labour to be employed in the projects, community liaison);</li> </ul>	Consulted
Service Drivers / Sector Depts. (including Provincial COGTA's)	<ul style="list-style-type: none"> <li>• Provide legislative guidance, service authority and overall oversight</li> </ul>	Consulted
Service Providers: Consultants	<ul style="list-style-type: none"> <li>• Supply training material, provide best practices to project personnel and provide on-the-job-training;</li> <li>• Provide professional services (design labour intensive projects that will yield desired results)</li> <li>• Ensure that projects in the 2021/22 Project Implementation Plan have a majority are aligned to LIC methods.</li> <li>• Collation and capturing of employment opportunities created through the implementation of existing conditional grants into the agreed reporting system.</li> </ul>	Responsible
Communities	<ul style="list-style-type: none"> <li>• Beneficiaries of the improved service delivery brought by the</li> </ul>	Consulted:

Stakeholder/P participant	Role	RACI classification
	proposed LI reforms in the implementation of projects ; • Participate in the IDP processes; • Provide labour that will receive on-the-job training and benefit from job opportunities provided by the targeted conditional grant funded projects.	Highly  Informed: Highly

### C3.5 INFORMATION TO BE PROVIDED BY THE EMPLOYER

For tender purposes, the employer will provide required additional information at the compulsory tender briefing meeting, which will be held physically at the MISA head office (for limited attendance by prior arrangement) – as well as electronically available as virtual meeting to all tenderers at the same time.

The employer will supply the following information to the appointed programme management consultant:

- Contact numbers for the stakeholders, MISA staff and relevant National and Provincial colleagues with whom the preparation work and implementation must be facilitated.
- Contact details and general information of Matjhabeng Local Municipality (for this tender) as one of the participating on the LIC Capacity Development Programme.
- Background information regarding the LIC business case and strategic purpose of this work, as well as grant-related documentation, e.g. the latest MIG DORA framework conditions.
- Background documentation, most of which is also available on the internet, e.g. the ***“Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), 3<sup>rd</sup> edition, 2015.”***
- Through the National MISA LIC Steering Committee – additional information would be supplied, including the protocols for engagement, e.g. with municipalities and provinces, approach to the work, e.g. using continuous improvement and project management principles and methods.

The employer’s task team(s) will be able to facilitate engagements and represent the client with the programme management consultant where necessary on all levels, including at the municipality.

### C3.6 PROPOSED PROGRAMME TIMEFRAME

**This project planned timeframe and appointment is for six months or a period that must ensure completion by 31 March 2023.**

An indicative breakdown of a one-year project period is supplied below:

Programme Year 1 (Phase 1)				
Dates (in 2022 / 2023)	Apr – June 2022	Jul – Sep	Oct – Dec	Jan – March 2023
Quarterly periods (3-month):	1	2	3	4
Mun. Fin. Year for MIG project implementation		1	2	3
Process 1		Initiation & Inception		
Process 2		Preparation & Implementation Planning	Preparation & Implementation Planning	

Process 3		LIC Training: relevant officials	LIC Training: relevant officials	
Process 3		LIC Training: relevant PSP's & labourers	LIC Training: relevant PSP's & labourers	LIC Training: relevant PSP's & labourers
Process 4			LIC Project Construction Implementation & Control	LIC Project Construction Implementation & Control
Process 5		EPWP & LIC Reporting	EPWP & LIC Reporting	EPWP & LIC Reporting
Process 6				Close-Out & Hand-over

Notes applicable to the above Table:

1. The table is an indicative example only and the real work may follow different processes as long as the required deliverables are achieved.
2. Municipal financial years are from 1<sup>st</sup> July, until 30 June. For the utilisation of MIG funding for an LIC project — all MIG-project approvals, LIC community preparation, planning, design and documentation must be done according to LIC principles, prior to the physical on-site construction implementation and LIC-projects may be regarded as multi-year projects.  
  
The LIC community preparation includes the liaising with the benefitting communities including the unskilled labour in the community. For most projects, information from communities must be used for the project design and awareness training must be done to labourers, CLO and the relevant municipal councillor.
3. The closeout and hand-over of the work created must include required training and a planned exit strategy to leave behind a sustainable process.

## C3.7 PROCESSES, TASKS AND DELIVERABLES

### C.3.7.1 PROJECT INITIATION & INCEPTION

#### DELIVERABLE 1:

1. Confirm client requirements, project brief, objectives, priorities, constraints and preferences, engage in programme initiation meeting and consultation with the client or client's authorized representatives on matters relating to Labour Intensive Construction or Expanded Public Works Programme and assist in developing a clear project brief
2. Refine user needs and options, consult with Department Public Works & Infrastructure and EPWP and all relevant stakeholders in the planning, design and implementation of labour-intensive construction projects in the targeted municipalities
3. Participate in creating the structures and Programme Steering Committee (PSC)
4. Assess and refine scope of work and required resources – verify functional and geographic representation. Identify options for appointment of sub-consultants if required – liaise with MISA prior to appointments.

#### Required Deliverables.

- Agreed services and scope of work

- Submission of required documentation, e.g. the Inception Report and Project Implementation Plan (PIP)
- Signed agreements
- Initiation of the appointments of sub-consultants, if required
- Collation of available information on infrastructure projects, status quo and extend of LIC implementation in target municipalities
- Reporting on assessment of existing data capturing and reporting capabilities including resources and tools available at target municipalities
- Reporting on training requirements and other relevant technical and non-technical matters about municipal and other officials working with LIC infrastructure projects
- Reporting on outcomes of engagements with relevant sector departments on rolling out of the LIC capacity-building programmes in municipalities. Report to include aspects of the existing social facilitation set-up
- Baseline Programme Implementation Plan for long-term plan to ensure sustainable improvement of LIC capacity, with recommendation on good practices for the future, etc.
- Minutes of meetings and required formal reports, e.g. weekly and monthly

### **C.3.7.2 PROGRAMME PREPARATION AND PLANNING**

#### **DELIVERABLE 2:**

1. Do assessments and investigate to verify data and information, do gap analyses on the following, and obtain details for status quo reports, including recommendations to improve or renew the following:
  - The current EPWP data capturing and reporting system, including the level of reporting data and information, capacity on all levels, operational work flow processes and utilisation of available tools and other resources. Identify all needs to upgrade the system and tools, as well as to include for LIC reporting
  - the availability, level of expertise and compliance to requirements of LIC training providers in all areas
  - the available social facilitation consultants in all areas of targeted municipalities
  - the current LIC knowledge and skills of relevant persons on all levels of the programme including officials and service providers – compile report on all training needs
  - the current capacity for LIC projects at the targeted municipalities – including:
    - status of projects identified (capital infrastructure or operational maintenance work)
    - general capacity to implement the LIC projects
    - any special needs required to facilitate the implementation of the LIC projects
2. Refer to the currently available LIC or EPWP guidelines and other documentation to ensure best compliance and identify areas for possible improvement — communicate and share it with PSC as input to the work of the Research Team
3. Identify additional sub-consultants (if any) to be appointed for professional engineering work, social facilitation, LIC training and construction training. Verify possibilities for appointment of sub-consultants and appoint where required.
4. Prepare and refine concepts for implementation and roll out the programme following the brief, including project scope, scale, character and form. Incorporate certain principles such as continuous improvement to ensure continuous updating of planning with new or improved items e.g. update the PIP when required.
5. Formulate and finalise accredited training programmes to build sustainable LIC capabilities on all levels of the programme
6. Consolidate all status quo and conditional assessments and link it to PIP. Evaluate and report the implementation readiness of each item and requirements for implementation of

the PIP of the LIC Capacity Building.

7. Produce / update PIP and other documentation for rollout of the work and discuss with the PSC.

#### Required Deliverables.

- Status Quo Reports on all aspects of the work
- Concept and recommendations for the upgrading and improvement of an EPWP and LIC Reporting System, including solutions for improvement of data management, reporting capacity and IT databases
- Detailed Terms of Reference and procedures for the following work (including appointment of sub-consultants if required):
  - Social facilitation
  - Accredited LIC training programme
  - Restructuring of reporting system
  - Required training and recruiting strategy (if required) for data capturers in the reporting system
  - Creating of database for reporting system
- Revised PIP
- Minutes of meetings and required formal reports, e.g. weekly and monthly

### **C.3.7.3 TRAINING FOR LIC**

#### **DELIVERABLE 3:**

1. Undertake the training according to the appropriate NQF level of identified individuals on all levels, starting with highest priority individuals, e.g. technical managers at municipalities. Training material and practical implementation must be included in the training. Training must include practical implementation.

(The number of candidates will be confirmed; for the purpose of this tender the number must be assumed to be 50).

2. Monitor and evaluate the roll-out of the LI Capacity development on all levels due to training – continuously update the gaps
3. Guide the trained municipal and MISA officials in the review of planned projects and assist with guiding the creation of the designs and documentation according to LIC principles
4. As soon as construction phases are reached – ensure on-site construction training

#### Required Deliverables.

- Trained data capturers
- Trained labourers on sites, ready for construction
- Trained and qualified officials and other relevant persons, e.g. consultants, to NQF level 5 or 7.

### **C.3.7.4 IMPLEMENTATION OF LIC PROJECTS & CONTROL**

#### **DELIVERABLE 4:**

1. Facilitate and assist each target municipality with the project prioritisation and selection for LIC implementation.
2. Execute an awareness campaign to improve awareness of LIC requirements at municipal council level and in communities
3. Facilitate and assist each target municipality with the project prioritisation and selection for LIC implementation, utilising municipal MIG funding and processes. Projects must be related



to any of the following: roads, storm water, water and sanitation.

4. Assist the municipality to optimise the procurement and scope of work to ensure maximum utilisation of LIC principles, e.g. to divide the total project into ideal packages for the accommodation of appointment of local contractors.
5. Assist the municipality with the different possible ways of procurement for the work, e.g.:
  - As normal advertised tender for a contracting company
  - As labour-only tender
  - As tender for supply of materials and construction supervision only
  - As municipal internal project with combinations of labour-only and construction supervision, etc.
6. Facilitate the assistance of the municipal-appointed professional engineer, to ensure that:
  - the design work and documentation is done according to LIC methods and principles
  - that the procurement processes adhere to the municipality's requirements and in line with LIC principles
  - tender evaluation (if any) is done according to the normal municipality's requirements and in line with LIC principles, i.e. that contractors tender for work according to an LIC bill of work quantities and LIC methods
7. Facilitate social and community participation services including the following:
  - Drawing up and confirming a Communication Plan
  - Set up and obtain buy-in from community with representative structure, including the councillor, beneficiary liaison committee, CLO and others
  - Set up and sign a Community participation Compact as contract with the community. The Compact must include all items to be agreed on including the construction products and must stipulate the tasks and offering of the communities.
  - Setting up a Project steering committee or ensuring that MISA PSC will be the structure for progress and management at the municipality
  - Do continuous progressive communication and meetings with community to keep all involved and to solve any problem the moment it appears – communicated by CLO's.
  - CLO's must be appointed through approved municipal procedures, by the communication consultant
  - Induction must be done of labourers and contractors especially site agents
  - The communication consultant should be a trusted partner for the community – to channel all complexities and solve problems continuously
8. Develop the opportunity and facilitate assistance to contractors for proper LIC pricing and setting out of work after appointment
9. Facilitate LIC training for contractors / site agents / construction supervisors and resident engineers, etc.
10. Participate on project level throughout the normal implementation of the project, with consultant and contractors.

#### Required Deliverables.

- Effective implementation of chosen LIC project with all relevant role-players on board
- Reports illustrating successes of social facilitation, LIC training, construction training, training of data capturers, any other required training
- Capturing and sharing of all relevant good lessons and practices learnt
- Progress Reports, minutes of meetings
- All required reporting to the Programme Steering Committee (PSC)
- Continuous capacity building activities of relevant municipal staff, construction labourers, consultant and construction contractor, to ensure highest value and quality of LIC project implementation, throughout all required lifecycle processes, including the capturing, and



sharing of good practices.

### **C.3.7.5 EPWP & LIC REPORTING**

#### **DELIVERABLE 5:**

1. Develop and Implement solutions (as approved by MISA) to address data capturing, information management and reporting on existing and new reporting platforms
2. Liaise with EPWP on latest improvements on the EPWP reporting system and participate on meetings or workshops arranged by MISA with DPWI and EPWP Unit towards reporting system improvements.
3. Introduction of electronic on-site and off-site capturing of data utilizing tools with geo-referencing abilities as linked to the latest upgrades to the EPWP System.
4. Monitor and evaluate the performance of the LI reporting system and measure progress against targets set

#### Required Deliverables.

- Reports on systems developed to improve reporting to ensure complete, accurate and timely capturing of relevant data related to LIC and EPWP work opportunities and projects at municipalities
- Reports on the introduction to municipal officials and their service providers, of electronic on-site and off-site capturing of data (utilizing tool with geo-referencing abilities) and linked to the latest upgrades to the EPWP System.
- Training of all data capturers and relevant persons, for the use of the system must be part of the work.

### **C.3.7.6 CLOSE-OUT & HANDOVER**

#### **DELIVERABLE 6:**

This process aims to fulfil and complete the project closeout including necessary documentation to facilitate effective completion, handover and instilling improved LIC and EPWP operation. For each phase of the LIC Capacity Building Programme, e.g. for each year of appointment of m this close-out would be regarded as an interim close-out of work

1. Prepare project close-out report documenting all key aspects of the project including lessons learnt,
2. Prepare project records of all payments, project financial information, minutes, progress reports and final accounts,
3. Finalise framework or guideline documents developed under the project for handover to the client and benefitting municipalities,
4. Undertake final official handover engagement

#### Required Deliverables.

- Report on the LIC capacity created, with focus on proving the work abilities to implement LIC infrastructure projects at the targeted municipal level
- Project Close-out Report and files
- Final framework or guideline documents
- Training reports and certificates for participants
- Final accounts

### **C.3.7.7 REQUIRED PROGRAMME REPORTING – ALL STAGES**

#### **DELIVERABLE 7:**

This section provides for the continuous progress reports, minutes of meetings and following of n

progress, and reporting of all work including the work opportunities created.

The following reports and plans need to be generated and submitted by the appointed management consultant in agreed formats:

1. An Inception Report, Project Implementation Plan (PIP) complete with time schedules, budgets, resources and a planned activity-cost schedule– must be submitted within three (3) weeks after the appointment of the programme management consultant(s).
2. A Project Implementation Plan (PIP) must be submitted prior to the signing of the contract with the appointed programme management consultant(s). This PIP must indicate the details of the planned implementation of the required work.
3. Contract Closeout report to be submitted in draft, at least four (4) weeks prior to the contract end date.

The following recurring reports would be required from the management consultant(s):

1. **Weekly Programme Management Progress Reports** — only during the first month, focussing on the following:
  - Listing the activity tasks items achieved – linked to the PIP
  - List the challenges experienced which requires urgent attention and / or assistance if any – linked to the PIP
2. **Bi-Weekly Municipal Progress Reports** must be compiled from local information supplied, to indicate progress and status of the project preparation and other related activities at the target municipality.

The report should include inputs from each relevant role player, i.e. the responsible MISA engineer, the officials from the Provincial Departments, the municipal PSP's after their appointments (both consultant and construction supervisor / site agent) and municipal officials, e.g. from the PMU responsible for the MIG projects.

Report must relate to the status and progress of the following:

- Awareness and preparation of municipal council and management
  - Relevant LIC training – all levels, all relevant persons
  - Identification and selection of project and required approvals — including for MIG programme
  - Preparation of community liaison and facilitation – and obtaining information required for the design work
  - Appointment of municipal PSP's
  - Construction training to labourers
  - General project characteristics, challenges, successes, new ideas, good practices and solutions of problems
3. **Monthly Municipal Progress Reports** must include the biweekly reports and updated information, and approved by the members of the municipal PSC.

The municipal PSC is already created in terms of the MISA MOA with the particular municipality.

The relevant MISA colleagues, who are tasked with the projects of the targeted municipality, must do inspection and verify progress. The report should include inputs from the relevant colleagues from the Municipality, Provincial Departments and municipal PSP's after their appointments.

Report must relate to the same as the bi-weekly report and must add the following:

- Progress of the design work of the municipal consulting engineer
- Progress of the construction work and supervision of the labourers
- Physical and financial progress
- Compilation of all lessons learnt, good LIC-specific methods and practices – to share with the PSC.

4. **Monthly Programme Management Progress Reports** must be compiled by the Management Consultant and must include at least the following:

- Progress of all programme activities of management consultant and all sub-consultants (if applicable), compared to the initial planned timeframe i.e.:
  - Updated Task list highlighting any additional tasks and requirements
  - Highlighting any challenges and possible actions to resolve them
  - Implementation planning and progress on deliverables
  - LIC Training
  - LIC Project Implementation
  - Upgrading of LIC and EPWP Reporting System
- Services of other PSP's related to the LIC Capacity Building Programme
- Good practice report summary to be shared with Research Team at PSC meeting, i.e. compilation of all lessons learnt from institutional arrangements and management aspects added to Monthly Municipal Progress Report lessons learnt. Describe all capturing, sharing of data, information knowledge of lessons learnt, recommendations related to norms, standards, methods and practices.
- Capacity Building Progress including:
  - The planned exit strategy and handover to the existing client structures especially Department of Public Works, EPWP programme, DCOG, MISA and municipalities — in order to carry on with a sustainable process to mainstream LIC at municipalities, implement items for improvement and reporting management and M&E.
  - hand-over of inputs for the updating of policy, procedures, guidelines and recommendations – with reference to all levels of stakeholders / role players of LIC

5. **Quarterly Programme Management Progress Reports** – which must be a summary of the monthly progress reports. Dates and formats for submission will be confirmed later.

### **C3.8 CONTRACT AND PROJECT IMPLEMENTATION PLAN**

The contract will be based on NEC 3 (April 2013) Professional Services Contract (PSC).

The contract shall be signed by all parties within 2 weeks after appointment of the service provider. Prior to signing of the contract, the service provider has to prepare and submit a project implementation plan (PIP) for approval by MISA using an agreed template. The PIP will form part of the contract.

### **C3.9 PROGRAMME RISK MANAGEMENT**

A high-level programme risk register is as follows:

Programme Risk Register:

Risk	Risk Description	Impact	Likelihood	Mitigation
Availability of Li data or data capturing within Local Municipalities	Lack of Li reporting on existing contracts within Local Government	High	High	MISA will appoint data captures to collect information and capture it on the information management system for reporting
Understanding of Li principles	General lack of understanding of Li principles within local government and	Medium	Medium	MISA will appoint experienced Li champions to support/induct Local Municipalities in Li designs and reporting

<b>Risk</b>	<b>Risk Description</b>	<b>Impact</b>	<b>Likelihood</b>	<b>Mitigation</b>
Prior knowledge or existence of pilot projects	Lack of prior research having been done, which will render this a pilot project making it prone to a lot of errors during implementation	High	High	MISA should make their ToR clear to the identified institutions to make sure they use prior research and pilot projects in the public sector.
Willingness to collaborate with community	Lack of willingness by researcher to collaborate and respect the agency and the needs of the Municipalities and community	Medium	Medium	MISA to have a clear ToR on stakeholder engagements that make sure the Municipalities and community are engaged throughout the process.
Pursue the advocacy and policy issues that emanate from the research.	Inability by the research institution to pursue the advocacy and policy issues that emanate from the research.	High	High	MISA to engage other government departments where necessary to ensure the outcomes of the research are used build /reform LI policy and regulation

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

### < TEMPLATE TO BE USED >

#### D. 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.

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

Position Name of Resources in the proposed project Team	Hourly Rate (inclusive of all cost, except VAT) (Rand)	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total Person days over 6 months	FTE over 6 months (in number of person)	Total cost per person (Rand)
Contract Manager					
ETQA LIC Trainer 1					
ETQA LIC Trainer 2					
Professional Civil Engineer 1					
Professional Civil Engineer 2					
ICT Professional					
Supporting Staff					

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 6 months	FTE over 6 months (in number of person)	Total cost per person (Rand)
Total					
VAT @ 15%					
Grand Total					

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

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 6 months	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
<b>DELIVERABLE 1: PROJECT INITIATION &amp; INCEPTION</b>						
ACTIVITY___:	Contract Manager					
	ETQA LIC Trainer 1					
	ETQA LIC Trainer 2					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	ICT Professional					
	Supporting Staff					
<b>DELIVERABLE 1 TOTAL</b>						
<b>DELIVERABLE 2: PROGRAMME PREPARATION &amp; PLANNING</b>						
ACTIVITY___:	Contract Manager					
	ETQA LIC Trainer 1					
	ETQA LIC Trainer 2					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	ICT Professional					
	Supporting Staff					
<b>DELIVERABLE 2 TOTAL</b>						
<b>DELIVERABLE 3: TRAINING FOR LIC</b>						
ACTIVITY___:	Contract Manager					
	ETQA LIC Trainer 1					
	ETQA LIC Trainer 2					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					



Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 6 months	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
	ICT Professional					
	Supporting Staff					
DELIVERABLE 3 TOTAL						
<b>DELIVERABLE 4: IMPLEMENTATION OF LIC PROJECTS &amp; CONTROL</b>						
ACTIVITY___:	Contract Manager					
	ETQA LIC Trainer 1					
	ETQA LIC Trainer 2					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	ICT Professional					
	Supporting Staff					
DELIVERABLE 4 TOTAL						
<b>DELIVERABLE 5: EPWP &amp; LIC REPORTING</b>						
ACTIVITY___:	Contract Manager					
	ETQA LIC Trainer 1					
	ETQA LIC Trainer 2					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	ICT Professional					
	Supporting Staff					
DELIVERABLE 5 TOTAL						
<b>DELIVERABLE 6: CLOSEOUT &amp; HANDOVER</b>						
ACTIVITY___:	Contract Manager					
	ETQA LIC Trainer 1					

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 6 months	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
	ETQA LIC Trainer 2					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	ICT Professional					
	Supporting Staff					
DELIVERABLE 6 TOTAL						
<b>DELIVERABLE 7: REQUIRED PROGRAMME REPORTING – ALL STAGES</b>						
ACTIVITY____:	Contract Manager					
	ETQA LIC Trainer 1					
	ETQA LIC Trainer 2					
	Professional Civil Engineer 1					
	Professional Civil Engineer 2					
	ICT Professional					
	Supporting Staff					
DELIVERABLE 7 TOTAL						
DELIVERABLES TOTAL {SUMMATION (DELIVERABLE 1 TO DELIVERABLE 7)}						
REIMBURSABLE TOTAL						
TOTAL COST						
VAT @ 15%						
GRAND TOTAL INCLUSIVE OF VAT						