



cooperative
governance

Department:
Cooperative Governance
REPUBLIC OF SOUTH AFRICA



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

TENDER NO. MISA/FC/WSS/016/2023/24

**Project: Framework Agreement for Appointment of Professional
Service Providers: Provision of Consulting Engineering Services:
Infrastructure Projects**

WATER SUPPLY SERVICES

Construction of new infrastructure and/or Refurbishment
and/or Rehabilitation and/or Repair and Maintenance of
Existing Water Supply Services Infrastructure

PROCUREMENT DOCUMENT

**(Based on NEC3 Engineering and Construction Contract – Option
G: Term Contract)**

January 2024

Issued by:

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

Name Tenderer:.....

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Tender Procedure: Open Tender

Based on

MISA Supply Chain Management Policy of 11 May 2023

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

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

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

Preferential Procurement Regulations 2022 (Ref: government gazette no. 47452; dated: 04 November 2022 issued according to the preferential procurement policy framework act (PPPFA), act no. 5 of 2000)

Contract Documents

1. Form of offer and acceptance
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5. Conditions of Contract: NEC 3
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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender No: MISA/FC/WSS/016/2023/24

Project: Framework Agreement for Appointment of Professional Service Providers: Provision of Consulting Engineering Services: Infrastructure Projects: Water Supply Services.

T1 TENDERING PROCEDURE

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites tenders from suitably qualified **Professional Service Providers for the Provision of Consulting Engineering Services: Infrastructure Projects.**

The infrastructure projects relate to Water Supply Services: Construction of new infrastructure and/or Refurbishment and/or Rehabilitation and/or Repair and Maintenance on Water Supply Services infrastructure.

Suitable Tenderers must have within their employ Professionally registered staff members with recognised professional bodies e.g., Engineering Council of South Africa.

MISA's intention is to enter into a Framework Agreement with a limited number of tenderers in each of 20 geographic regions spread throughout South Africa over a 3-year term without a guarantee of a quantum of work. Framework contracts are zero value contracts between MISA and contractors. Value will be realized later once MISA issues a Project Specific Tender falling within the scope of work of the framework.

The project details are hereunder,

TENDER NO.	PROJECT NAME	NON-COMPULSORY VIRTUAL BRIEFING SESSION: DATE & TIME	TENDER CLOSING DATE & TIME
MISA/FC/WSS/016/2023/24	Framework Agreement for Appointment of Professional Service Providers:	A Non-Compulsory Virtual Briefing session will be conducted. Date: 23 January	09 February 2024 At 11:00 AM All Tender Proposals to be submitted @ MISA

	Provision of 2024 Consulting Engineering Services: Infrastructure Projects: Water Supply Services	At 10:00 AM A Teams Virtual link will be provided a day before the briefing session on MISA website	Head office. Riverside office Park, 1303 Heuwel avenue, 1st floor Letaba House, Centurion 0046
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Non-Compulsory virtual briefing session will take place virtually on the date and time shown above unless otherwise amended later. Representative(s) from MISA will meet prospective Tenderers to provide details of the Contract.

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

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

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

Tenders will be evaluated based on preferential procurement framework Act 5 of 2000 and on functionality as prescribed in the Preferential Procurement Regulation 2022.

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

Issued by:

Municipal Infrastructure Support Agent
1303 Heuwel Avenue
Riverside Office Park, Letaba House
Centurion, PRETORIA 0046
TEL: 012 484 5300



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender No: MISA/FC/WSS/016/2023/24

Project: Framework Agreement for Appointment of Professional Service Providers: Provision of Consulting Engineering Services: Infrastructure Projects: Water Supply Services.

TENDER DATA

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

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

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

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

Clause number	Tender Data
3.5	The language of communications is English
4.1	<p>ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provided the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated:</p> <p>The tenderer:</p> <ol style="list-style-type: none"> 1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners. 3. In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary. 4. None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory. 5. The tender documents issued by MISA are not tampered and remain intact. 6. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. <p>Other Conditions of tender (Non eliminating, unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 1. The tenderer must be registered on the Central Supplier Database (CSD) prior the award. 2. All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. 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. 4. Should the tenderer intend to sub-contract more than 30%, 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 of the main tenderer submitted an original or certified copy of his/her own B-BBEE certificate. 5. A valid original or certified copy of amended Construction Sector Codes (CSC000) B-BBEE Certificate verified by SANAS must be submitted with the tender OR a valid original or certified copy of an attested by a commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted with the tender in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid original or certified copy of consolidated amended Construction Sector Codes (CSC000) B-BBEE Certificate verified by SANAS B-BBEE Certificate verified by SANAS must submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE. 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.

Clause number	Tender Data
4.7	The briefing session is non-compulsory.
4.12	No alternative tender offer will be considered.
4.13	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
4.15	<p>Location of tender box: Reception area of MISA Offices</p> <p>Municipal Infrastructure Support Agent's Office</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Identification details on the Tender package(s):</p> <ol style="list-style-type: none"> 1. Name and Reference number of the tender. 2. Address of the employer. 3. Names of the tendering entity and the contact person. 4. Physical address and contacting details of the tenderer. 5. Date of submission
4.13.5	Tender offer shall be submitted as original, one copy of the original and one scanned copy of the original saved in a memory stick.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 90 calendar days, exclusive of closing date but inclusive of the 90 th day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda (where necessary) at least 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 Eligibility and Functionality as explained in the CIDB'S Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1).</p> <p>The procedure for the evaluation of responsive tenders is detailed as follows:</p> <p>Phase 1: Administrative requirements and Mandatory requirements</p> <p>Phase 2: Tenderers must meet the minimum requirements outlined in the functionality criteria and score at least the minimum functionality points to be considered for further evaluation in Stage 3.</p>

Clause number	Tender Data
	<p>Tenderers which do not meet minimum functionality points of 70 will then be rejected.</p> <p>PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, TENDER AND MANDATORY REQUIREMENTS AND RULES:</p> <p>Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed tender document in a sealed envelope in the tender box at the closing date and time. Failure to comply with the requirements and rules of eligibility criteria will automatically eliminate the tender from further consideration:</p> <ol style="list-style-type: none"> 1. In case of a Joint Venture/Consortium submission, the Tenderer shall submit a Joint Venture agreement signed by all parties. 2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners. 3. In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary. 4. None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory. 5. The tender documents issued by MISA are not tampered and remain intact. 6. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. <p>Other Conditions of tender (Non eliminating, unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 8. The tenderer must be registered on the Central Supplier Database (CSD) prior the award. 9. All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. 10. 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. 11. Should the tenderer intend to sub-contract more than 30%, 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 of the main tenderer submitted an original or certified copy of his/her own B-BBEE certificate. 12. A valid original or certified copy of amended Construction Sector Codes (CSC000) B-BBEE Certificate verified by SANAS must be submitted with the tender OR a valid original or certified copy of an attested by a commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted with the tender in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid original or certified copy of consolidated amended Construction Sector Codes (CSC000) B-BBEE Certificate verified by SANAS B-BBEE Certificate verified by SANAS must submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE. 13. 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,

Clause number	Tender Data												
	<p>complete it in full and have it attested by a commissioner of oaths, signed and dated before submission. Generic sector codes or any other sector code sworn affidavits (which are not Construction Sector Codes) will not be accepted for purposes of claiming B-BBEE points.</p> <p><u>PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</u></p> <ol style="list-style-type: none">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.2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.4. A Tender scoring an average score below 70 points in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation.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 tenderer 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. <p>PRICES</p> <p>Tenderers are requested to Complete the Pricing Schedule which is adjustable for later use to adjust the contract price of the Tender Specific Tender.</p> <p>SPECIFIC GOALS</p> <p>At the later stage and during the issue of Specific Project Tender, The Employer reserves the right to apply other specific goals in accordance with PPR 2022 as contemplated in section 2(1)(d)&(e) of the PPPFA No 5 of 2000 which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.</p>												
5.11.9	<p>A Tender scoring below <u>70 points</u> in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</p> <table><tr><th>Quality criteria</th><th>Evaluation schedule</th><th>Maximum number of points</th></tr><tr><td>Experience of the tenderer</td><td>Schedule 1</td><td>40</td></tr><tr><td>Experience of Key Personnel</td><td>Schedule 2</td><td>60</td></tr><tr><td colspan="2">Maximum possible score for functionality (Ms)</td><td>100</td></tr></table>	Quality criteria	Evaluation schedule	Maximum number of points	Experience of the tenderer	Schedule 1	40	Experience of Key Personnel	Schedule 2	60	Maximum possible score for functionality (Ms)		100
Quality criteria	Evaluation schedule	Maximum number of points											
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Clause number	Tender Data																		
5.11.9	<p>Functionality criteria broken down into sub criteria:</p> <div><div>1. Experience of the Tenderer</div><div>2. Experience of Key Personnel</div></div> <p>Please breakdown as reflected in the Evaluation Schedules under T2.2 - RETURNABLE SCHEDULES as follows:</p> <p>SCHEDULE 1: EXPERIENCE OF THE TENDERER [40 points]</p> <p>The experience of the tenderer as a company (as opposed to key staff members) in Provision of Professional Services for Engineering Infrastructure Projects including but not limited to planning, designing, and administration of Water Supply Services: Construction of new infrastructure and/or Refurbishment and/or Rehabilitation and/or Repair and Maintenance of Existing Water Supply Services Infrastructure within the last 10 years.</p> <p>The information shall be within the previous 10 years and must only include completed projects prior to closing date for submissions.</p> <p>This experience must only relate to instance where the tenderer acted as the main consultant.</p> <p>The scope and nature of projects must cover the Provision of Professional Services for Water Supply Services: Construction of new infrastructure and/or Refurbishment and/or Rehabilitation and/or Repair and Maintenance of Existing Water Supply Services Infrastructure.</p> <p>Tenderers should briefly describe their experience in this regard, emphasising the nature of the works and complexity by using the template below which must be appended to this tender.</p> <table><tr><th rowspan="2">Employer, contact person and contact details (telephone, email address, etc.)</th><th rowspan="2">Project Name and brief description of works</th><th rowspan="2">Project value</th><th colspan="2">Planned dates</th><th colspan="2">Actual dates</th></tr><tr><th>Start</th><th>End</th><th>Start</th><th>End</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <p>Means of Verification is completion certificates issued to the relevant contractor and appointment letters on the client's letterhead should be included for each project for ease of reference. Points will only be awarded upon submission and verification of completion certificates and appointment letters.</p> <p>The scoring of the tenderer's experience will be as follows:</p> <div><div>1. Experience = 20 points</div><div><div>a) Less than 3 projects = 0 points</div><div>b) 3 projects = 10 points</div><div>c) 4 projects = 15 points</div><div>d) 5 or more projects = 20 points</div></div><div>2. Value of Projects = 20 points</div></div> <p>Highest value of a completed single project of the type of projects mentioned in item 1.</p> <div><div>a) R200,000 to below R1 million = 2 points</div><div>b) above R1 million to below R2 million = 5 points</div><div>c) above R2 million to below R3 million = 7 points</div><div>d) above R3 million = 10 points</div></div>	Employer, contact person and contact details (telephone, email address, etc.)	Project Name and brief description of works	Project value	Planned dates		Actual dates		Start	End	Start	End							
Employer, contact person and contact details (telephone, email address, etc.)	Project Name and brief description of works				Project value	Planned dates		Actual dates											
		Start	End	Start		End													

Clause number	Tender Data																																												
	<p><u>EVALUATION SCHEDULE 2: EXPERIENCE OF THE KEY PERSONNEL. [60 POINTS]</u></p> <p>The experience of all key personnel required for this project must cover Provision of Professional Services for Engineering Infrastructure Projects including but not limited to plan, design, and administer the execution of Water Supply Services: Construction of new infrastructure and/or Refurbishment and/or Rehabilitation and/or Repair and Maintenance of Existing Water Supply Services Infrastructure over the last 10 years.</p> <p>Total Points for key personnel will be as follows:</p> <ul style="list-style-type: none">• Contracts Manager = 25,• Civil Engineer = 20,• Residential Engineer = 10,• Occupational Health and Safety Officer = 5,• Total = 60 <p><u>The tenderer must attach the individual key personnel CV demonstrating the qualification and experience of each key personnel.</u></p> <p>The scoring of the experience of key person staff will be as follows:</p> <table><tr><td>Key Personnel</td><td>=</td><td>(60 Total Points)</td></tr><tr><td>1. Contracts Manager</td><td>=</td><td>(25 points)</td></tr><tr><td>Requirements<ul style="list-style-type: none">• Registered Engineer (Pr. Eng / Pr. Tech Eng. registration with ECSA)• Minimum Qualification National Diploma & Advanced Certificates (NQF 6)• Minimum NQF Level 7 Labour Intensive Strategies• Minimum experience 10 years after qualifications</td><td></td><td></td></tr><tr><td>1.1. Experience</td><td>=</td><td>10 points</td></tr><tr><td>a) Below 10 years</td><td>=</td><td>0 points</td></tr><tr><td>b) 11 to below 12 years</td><td>=</td><td>6 points</td></tr><tr><td>c) 13 to below 15 years</td><td>=</td><td>8 points</td></tr><tr><td>d) 15 years and above</td><td>=</td><td>10 points</td></tr><tr><td></td><td></td><td></td></tr><tr><td>1.2. Qualifications</td><td>=</td><td>15 points</td></tr><tr><td>a) Degree or B Tech in Civil Engineering</td><td>=</td><td>10 points</td></tr><tr><td>b) Honours Degree or above in Civil Engineering</td><td>=</td><td>15 points</td></tr><tr><td></td><td></td><td></td></tr><tr><td>2. Civil Engineer</td><td>=</td><td>(20 points)</td></tr></table>			Key Personnel	=	(60 Total Points)	1. Contracts Manager	=	(25 points)	Requirements <ul style="list-style-type: none">• Registered Engineer (Pr. Eng / Pr. Tech Eng. registration with ECSA)• Minimum Qualification National Diploma & Advanced Certificates (NQF 6)• Minimum NQF Level 7 Labour Intensive Strategies• Minimum experience 10 years after qualifications			1.1. Experience	=	10 points	a) Below 10 years	=	0 points	b) 11 to below 12 years	=	6 points	c) 13 to below 15 years	=	8 points	d) 15 years and above	=	10 points				1.2. Qualifications	=	15 points	a) Degree or B Tech in Civil Engineering	=	10 points	b) Honours Degree or above in Civil Engineering	=	15 points				2. Civil Engineer	=	(20 points)
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Clause number	Tender Data		
	Requirements <ul style="list-style-type: none"> Registered Engineer (Pr. Eng / Pr. Tech Eng. registration with ECSA) Minimum Qualification National Diploma & Advanced Certificates (NQF 6) Minimum experience 5 years after qualifications 		
	2.1. Experience	=	10 points
	a) Below 5 years	=	0 points
	b) 5 to below 7 years	=	6 points
	c) 7 to below 10 years	=	8 points
	d) 10 years and above	=	10 points
	2.2. Qualifications	=	10 points
	a) Degree or B Tech in Civil Eng/Construction Management	=	7 points
	b) Honours Degree or above in Civil Eng/Construction Management	=	10 points
	3. Resident Engineer	=	(10 points)
	Requirements <ul style="list-style-type: none"> Minimum Qualification National Diploma & Advanced Certificate (NQF 6) Minimum NQF Level 5 Labour Intensive Strategies. Minimum experience 5 years after qualifications 		
	3.1. Experience	=	5 points
	a) Below 5 years	=	0 points
	b) 5 to below 7 years	=	3 points
	c) 7 to below 10 years	=	5 points
	3.2. Qualification	=	5 points
	a) Diploma in Civil Engineering	=	3 points
	b) Degree or B Tech in Civil Engineering or above	=	5 points

Clause number	Tender Data		
	4. Health and Safety Officer	=	(5 points)
	4.1. Experience	=	2 points
	a) 5 to below 7 years	=	0 points
	b) 7 to below 10 years	=	1 point
	c) 10 years and above	=	2 points
	4.2. Qualification	=	3 points
	a) SAMTRAC or Equivalent	=	2 points
	b) Diploma/degree in Health and Safety	=	3 points
	MISA reserves the right to verify all information presented by the tenderer		
5.11.9	Functionality will be scored using quantitative method as outlined in the Evaluation criteria.		
5.13	<p>Before award, successful Tenderers will be admitted to the framework agreement only if:</p> <ol style="list-style-type: none"> 1. The tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. 2. The tenderer is not prohibited in terms of any legislation from submitting a tender. 3. The tenderer did not demonstrate that they have capacity and capability to complete the works. 4. The tenderer does not pose a risk to the employer such as not having capacity in the chosen region. 5. The tenderer has not: <ol style="list-style-type: none"> a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect; 		
5.14	The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.		
5.17	<p>The additional conditions of tender are:</p> <p>Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.</p>		
5.17	<p>Cancellation and re-invitation of tenders</p> <p>MISA may, prior to the award of the tender, cancel the tender if-</p> <ol style="list-style-type: none"> (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received; or (d) Tender validity period has expired; or 		

Clause number	Tender Data
	<p>(e) Gross irregularities in the tender processes and/or tender documents; or</p> <p>(f) No market related offer received (after attempts of negotiation processes)</p> <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>The additional conditions of tender are:</p> <p>a) Selection of Regions</p> <p>Tenderers will be required to select two priority regions and additional three regions in Part T2: Returnable Documents and Part C1.2: Contract Data. The employer may consider other three additional regions depending on the tenderer's capacity.</p> <p>In the event where there is no responsive tender for a specific region, a contract may be negotiated with successful tenderers from other regions.</p> <p>b) Additional requirements for the competitive procedure</p> <p>First Round of Competitive bidding - Tenderers shall, in terms of a competitive selection process evaluated against eligibility and functionality criteria. All tenderers who pass functionality will be listed and will enter into the framework agreement with the Employer for the period of 36 months without a guarantee of a quantum of work.</p> <p>Second Round of Competitive Bidding – Upon the completion of first round, the employer will issue project specific tender to successful tenderers in a specific region. This will be done on as and when required basis. The rates provided for by the listed Tenderers during the first round of bidding will be used by the Employer to calculate the total price of the project specific tender. The project specific tender will include:</p> <p>PART T2 - RETURNABLE DOCUMENTS PART C1: AGREEMENTS AND CONTRACT DATA PART C2: PRICING DATA PART C3: SCOPE OF WORK</p> <p>Amongst others the employer will use the project specific tender to check the latest status quo of the Tenderer's capacity capability since the first round of Tendering.</p>
	<p style="text-align: center;">ADDITIONAL CONDITIONS</p> <p style="text-align: center;">TENDER AWARD</p> <p style="text-align: center;">THE ADDITIONAL CONDITIONS OF TENDER ARE:</p> <p>A. The Employer may accept the whole works or part of the works or not accept any works, the works referred to here are on Part C3: Scope of Work appended to this document.</p> <p>B. 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>C. 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>D. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3rd decimal place is 1 up-to 4, the points up to 2nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2nd decimal place and the resulting point will be considered.)</i></p> <p>E. In the event that two or more Tenders have scored equal total point, the successful Tender</p>

Clause number	Tender Data
	<p>must be the one scoring the highest number of preference points for B-BBEE.</p> <p>F. 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>G. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.</p> <p>The additional conditions of Tender are:</p> <p>A. <u>Joint Venture</u></p> <p>Tenders may form a joint venture acceptable to the Employer as detailed in this tender documents.</p> <p>B. <u>Costs incurred by Tenderer.</u></p> <p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p>C. <u>Acceptance of Tender</u></p> <p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender.</p> <p>D. <u>Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award</u></p> <p>Should a Tenderer:</p> <p>a) Withdraw his Tender during the period of its validity; <u>or</u></p> <p>b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></p> <p>c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data in this Tender documents or any extended time agreed to by the Employer.</p> <p>then the Tenderer shall be liable for and pay to the Employer –</p> <p>i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so.</p> <p>ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received.</p> <p>iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be.</p> <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract 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</p>

Clause number	Tender Data
	<p>opinion that the circumstances justify such exemption.</p> <p>E. Repudiation of Tender or Invalidation of Contract</p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract.</p> <ul style="list-style-type: none"> a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract. b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour. c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company: d) to refrain from Tendering for this Contract. e) as to the amount of the Tender to be submitted by either party. f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Tender. <p>The Employer may, in addition to using any other legal remedies, repudiate the Tender or declare the Contract invalid should it have been concluded already.</p> <p>F. South African Jurisdiction</p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.</p> <p>Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p>G. Amendments to Tender by Employer</p> <p>a) Arithmetical Errors</p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ul style="list-style-type: none"> i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected. iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer'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.

Clause number	Tender Data
	<p>b) Imbalance in Tender Rates</p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him.</p> <p>The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p>



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/FC/WSS/016/2023/24

Project: Framework Agreement for Appointment of Professional Service Providers: Provision of Consulting Engineering Services: Infrastructure Projects: Water Supply Services.

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

8. Certificate of Joint Ventures
9. Schedule 1: Experience of the tenderer
10. Schedule 2: Experience of key person
11. Schedule 3: Plant and Equipment
12. Regions of Operation

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

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

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

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

T2.2 RETURNABLE SCHEDULES

1. PART A – INVITATION OF TENDER

SBD 1

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
TENDER NUMBER:	MISA/FC/WSS/016/2023/24		CLOSING DATE:		CLOSING TIME:
DESCRIPTION:					
TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF TENDERER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		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]	
<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]					
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B – TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR BIDDING

1. TENDER 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 TENDER DOCUMENT.**
- 1.3. THIS TENDER 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 TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE TENDER.
- 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 TENDERER 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 - TENDERER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to tender. 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 tenderer 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 tender process.

2. Tenderer's declaration

2.1 Is the tenderer, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the tenderer, 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 tenderer 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**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying tender, 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 tender will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the tender, bidding with the intention not to win the tender and conditions or delivery particulars of the products or services to which this tender invitation relates.

3.4 The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the tenderer 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 tender submitted where so required by the institution; and the tenderer was not involved in the drafting of the specifications or terms of reference for this tender.

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.

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

I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME IN
TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON
PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT
SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of tenderer

3. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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, 2022.**

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 tender 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 tender shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this tender 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 tenderer to submit proof of B-BBEE Status level of contributor together with the tender, 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 tenderer, either before a tender 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) **“tender”** 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 tender 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:

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ \text{Ps = 80} & & \text{Ps = 90} \\ \text{1} & & \text{1} \end{array} \quad \begin{array}{c} - \frac{P_t - P_{\min}}{P_{\min}} \end{array} \quad \text{or} \quad \begin{array}{c} - \frac{P_t - P_{\min}}{P_{\min}} \end{array}$$

Where

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

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 tenderer 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. TENDER 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, 2022:

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 tenderer 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,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black woman Owned
- The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - o Black Youth % _____%
 - o Black Disabled % _____%
 - o Black Unemployed % _____%
 - o Black People living in Rural areas % _____%
 - o Black Military Veterans % _____%

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

Contractor / Consultancy	R10 million	
Supplier	R10 million	

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

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

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

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

Deponent Signature: _____ Date: _____

Commissioner of Oaths
Signature & stamp

Date: _____

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

Issued in terms of paragraph(s) 9.6 and 12.6 (Implementation Guide for PPRregs 2022) and Paragraph(s) 3.7 & 5.1 of NT Circular No. 5 of 2016/2017

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:		
Trading Name (If Applicable):		
Registration Number:		
Enterprise Physical Address:		
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):		
Nature of Construction Business:	Supplier / Service provider	Consultancy services Supplier
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> 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	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	

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

Deponent Signature: _____ Date: _____

Commissioner of Oaths

Signature & stamp

Date: _____

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

(ATTACH HERE)

6. VALID CERTIFICATES OF A TENDERER

(ATTACH HERE)

7. RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

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

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

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

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

9. SCHEDULE 1: EXPERIENCE OF THE TENDERER [40 points]

The experience of the tenderer as a company (as opposed to key staff members) in **Provision of Professional Services** for Engineering Infrastructure Projects including but not limited to planning, designing, and administration of **Water Supply Services**: Construction of new infrastructure and/or Refurbishment and/or Rehabilitation and/or Repair and Maintenance of Existing **Water Supply Services** Infrastructure within the last 10 years.

The information shall be within the previous 10 years and must only include completed projects prior to closing date for submissions.

This experience must only relate to instance where the tenderer acted as the main consultant.

The scope and nature of projects must cover the **Provision of Professional Services** for **Water Supply of Services**: Construction new infrastructure and/or Refurbishment and/or Rehabilitation and/or Repair and **Water** Maintenance of Existing **Supply Services** Infrastructure.

Tenderers should briefly describe their experience in this regard, emphasising the nature of the works and complexity by using the template below which must be appended to this tender.

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

Means of Verification is **completion certificates** issued to the relevant contractor and appointment **letters** on the client's letterhead should be included for each project for ease of reference. Points will only be awarded upon submission and verification of completion certificates and appointment letters.

The scoring of the tenderer's experience will be as follows:

1. Experience = 20 points

- a) Less than 3 projects = 5 points
- b) 3 projects = 10 points
- c) 4 projects = 15 points
- d) 5 or more projects = 20 points

2. Value of Projects = 20 points

Highest value of a completed single project of the type of projects mentioned in item 1.

- a) R200,000 to below R1 million = 2 points
- b) R1 million to below R2 million = 5 points
- c) R2 million to below R3 million = 7 points
- d) R3 million and above = 10 points

Signed _____ Date _____

Name: _____ Capacity: _____

Name of the Firm: _____

11. REGIONS OF OPERATION

Priority Regions

Tenderers are required to tick two boxes representing priority regions in the following table:

Region	Province	District municipality	Seats	Please tick to select two Priority Regions
1	Northern Cape	Namakwa District Municipality	Springbok	<input type="checkbox"/>
2	Northern Cape	Pixley ka Seme District Municipality ZF Mgcawu District Municipality Frances Baard District Municipality John Taolo Gaetsewe District Municipality	De Aar Upington Kimberley Kuruman	<input type="checkbox"/>
3	North West	Ngaka Modiri Molema District Municipality Dr Ruth Segomotsi Mompati District Municipality	Mafikeng Vryburg	<input type="checkbox"/>
4	North West	Bojanala Platinum District Municipality Dr Kenneth Kaunda District Municipality	Rustenburg Klerksdorp	<input type="checkbox"/>
5	Limpopo	Capricorn District Municipality Waterberg District Municipality	Polokwane Modimolle	<input type="checkbox"/>
6	Limpopo	Vhembe District Municipality	Thohoyandou	<input type="checkbox"/>
7	Limpopo	Mopani District Municipality Sekhukhune District Municipality	Giyani Groblersdal	<input type="checkbox"/>
8	Mpumalanga	Ehlanzeni District Municipality	Nelspruit	<input type="checkbox"/>
9	Mpumalanga	Gert Sibande District Municipality Nkangala District Municipality	Ermelo Middelburg	<input type="checkbox"/>
10	Gauteng	Sedibeng District Municipality West Rand District Municipality	Vereeniging Randfontein	<input type="checkbox"/>
11	Free state	Thabo Mofutsanyana District Municipality Fezile Dabi District Municipality	Phuthaditjhaba Sasolburg	<input type="checkbox"/>
12	Free state	Xhariep District Municipality Lejweleputswa District Municipality	Trompsburg Welkom	<input type="checkbox"/>
13	KwaZulu Natal	Ugu District Municipality uMgungundlovu District Municipality Harry Gwala District Municipality	Port Shepstone Pietermaritzburg Ixopo	<input type="checkbox"/>

Region	Province	District municipality	Seats	Please tick to select two Priority Regions
14	KwaZulu Natal	uThukela District Municipality uMzinyathi District Municipality Amajuba District Municipality iLembe District Municipality	Ladysmith Dundee Newcastle KwaDukuza	<input type="checkbox"/>
15	KwaZulu Natal	Zululand District Municipality uMkhanyakude District Municipality uThungulu District Municipality	Ulundi Mkuze Richards Bay	<input type="checkbox"/>
16	Eastern Cape	Cacadu District Municipality	Port Elizabeth	<input type="checkbox"/>
17	Eastern Cape	Amathole District Municipality Chris Hani District Municipality Joe Gqabi District Municipality	East London Queenstown Barkly East	<input type="checkbox"/>
18	Eastern Cape	OR Tambo District Municipality Alfred Nzo District Municipality	Mthatha Mount Ayliff	<input type="checkbox"/>
19	Western Cape	<u>Eden District Municipality</u> <u>Central Karoo District Municipality</u>	<u>George</u> <u>Beaufort West</u>	<input type="checkbox"/>
20	Western Cape	<u>West Coast District Municipality</u> <u>Cape Winelands District Municipality</u> <u>Overberg District Municipality</u>	<u>Moorreesburg</u> <u>Worcester</u> <u>Bredasdorp</u>	<input type="checkbox"/>

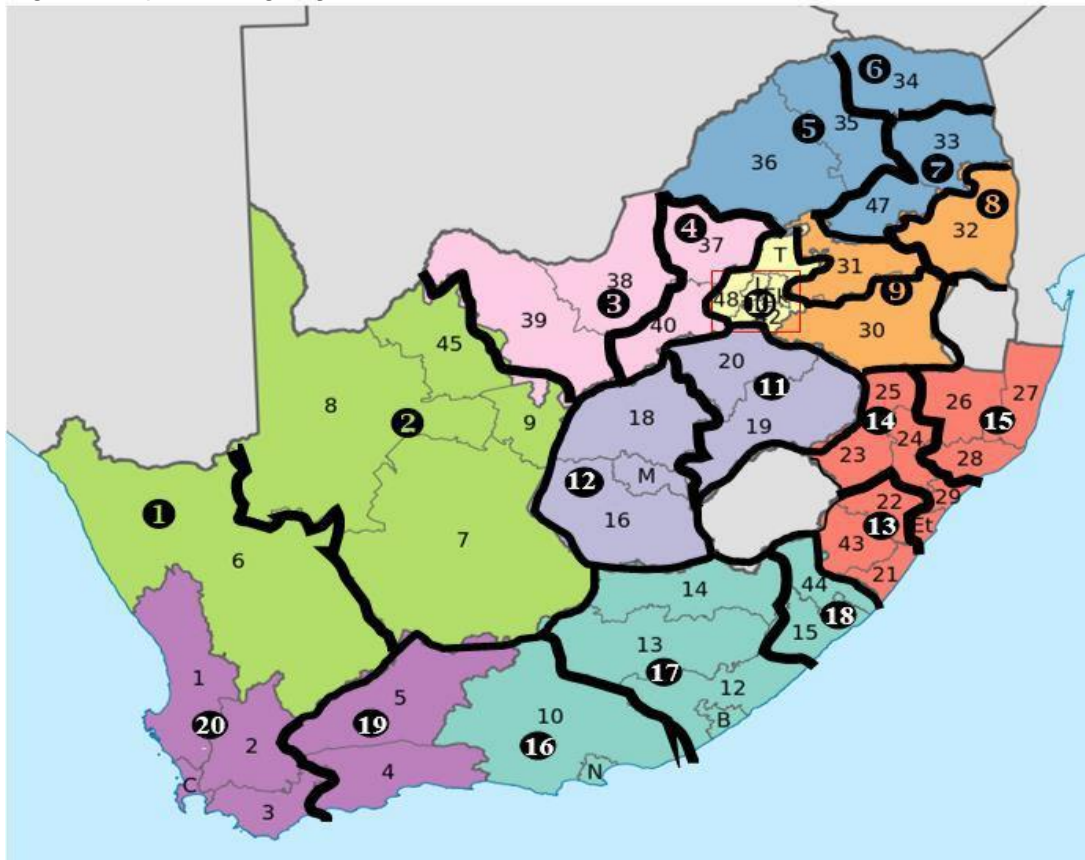
Additional Regions

Tenderers are required to tick three boxes representing additional regions in the following table:

Region	Province	District municipality	Seats	Please tick to select three additional regions
1	Northern Cape	Namakwa District Municipality	Springbok	<input type="checkbox"/>
2	Northern Cape	Pixley ka Seme District Municipality ZF Mgcawu District Municipality Frances Baard District Municipality John Taolo Gaetsewe District Municipality	De Aar Upington Kimberley Kuruman	<input type="checkbox"/>
3	North West	Ngaka Modiri Molema District Municipality Dr Ruth Segomotsi Mompati District Municipality	Mafikeng Vryburg	<input type="checkbox"/>

Region	Province	District municipality	Seats	Please tick to select three additional regions
19	Western Cape	Eden District Municipality Central Karoo District Municipality	George Beaufort West	<input type="checkbox"/>
20	Western Cape	West Coast District Municipality Cape Winelands District Municipality Overberg District Municipality	Moorreesburg Worcester Bredasdorp	<input type="checkbox"/>

Figure: Map showing regions

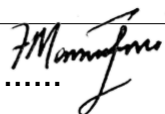


Signed _____ Date _____

Name: _____ Capacity: _____

Name of the Firm: _____

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

A handwritten signature in black ink, appearing to be 'F. Mammone', is written over the 'Initials' text.

12. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

13. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

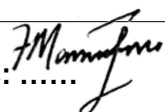
Signed

Date

Name

Position

Tenderer





Cooperative Governance & Traditional Affairs

Tender no.: MISA/FC/WSS/016/2023/24

Project: Framework Agreement for Appointment of Professional Service Providers: Provision of Consulting Engineering Services: Infrastructure Projects: Water Supply Services.

The Contract

PROJECT:

Reference no: **MISA/FC/WSS/016/2023/24**

Based on

NEC 3: Engineering and Construction Contract (Option G: Term Contract)

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of offer and acceptance

C1.2 Contract data

FORM OF OFFER AND ACCEPTANCE

OFFER

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

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

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

Total Amount: R0, 00 (in figure), (Zero Value based contract) (in words).

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of Date witness

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data (To be used later during the issue Project Specific Tender)

Part C3 Scope of Work

Part C4 Site Information

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

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

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

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

Signature(s)

Name(s) Ms. Mapatane Kgomo

Capacity Acting Chief Executive Officer

**for the
Employer** 1303 Heuwel Avenue
Riverside Office Park, Letaba House
Centurion, PRETORIA 0046

Name &
signature of

witness

Date:

Schedule of Deviations

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

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

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



Cooperative Governance & Traditional Affairs

Tender no: MISA/FC/WSS/016/2023/24

Project: Framework Agreement for Appointment of Professional Service Providers: Provision of Consulting Engineering Services: Infrastructure Projects: Water Supply Services.

C1.2 CONTRACT DATA

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

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

Part one - Data provided by the *Employer*

1 General

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

G: Term Contract

Dispute resolution Option

W1: Dispute resolution

procedure And secondary Option

X1: Price adjustment for inflation

X2: Changes in Law

X10: Employer's Agent

Z: Additional conditions of contract
of the NEC 3

10.1 *The Employer is;*
Municipal Infrastructure Support Agent
Physical Address: Letaba House, Riverside Office Park
 1303 Heuwel Avenue, Centurion, Pretoria 0046
Postal Address: Private Bag X105, Centurion 0046
Telephone: 012 848 5300

11.2(9) The *services* relate to the Provision of Professional Engineering Services in Water Services:

	<ul style="list-style-type: none"> • printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, other than general correspondence and minor reports. • covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports. • maps, models and presentation materials required by the <i>Employer</i> 	market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers
	<ul style="list-style-type: none"> • Accommodation where the services necessitates that staff identified in Part 2 of the Contract Data to be accommodated in the respective Municipality as identified by the <i>Employer</i> to perform the services authorised by the <i>Employer</i> 	Cost limited to R 1 400 per person per day including bed and breakfast.
	<ul style="list-style-type: none"> • Vehicle travel to, from and within identified Municipality to perform the services authorised by the <i>Employer</i>. <i>Travel will be paid within the area of jurisdiction of the municipality in which the project is located and traveling outside the area of jurisdiction of the municipality must be pre-approved by the relevant project manager. (For Staff identified in Part 2 of the Contract Data)</i> 	In accordance with the latest Rates Department of Transport Department of Transport
51.1	The period within which the payments are made is thirty days from the date of receipt (exclusive) of the invoice.	
51.2	The <i>currency of this contract</i> is the South African Rand. The <i>interest rate</i> is the Prime lending rate of the <i>Employer's</i> Bank.	
6	Compensation events	
	No data required for this section of the conditions of contract.	
7	Rights to material	
	No data required for this section of the <i>conditions of contract</i> .	
80	Indemnity, insurance and liabilities	

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

Event	Cover	The period following Completion of the whole of the works or earlier termination
Risk of design deficiency and or errors for which events Professional Indemnity would cover.	80% of the total project cost in respect of each claim, without limit to the number of claims.	Until the end of the <i>defects date</i> .
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the Service Provider deems desirable also	Until the end of the <i>completion date</i> .
All risk contract works	Amount of cover to match contract value	

81.1 The *Employer* provides no insurance cover.

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

9 Termination and dispute resolution

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

10 Data for main Option clause

G Term Contract

11 Data for Option W1

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

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

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

12 Data for secondary Option clause(s)

Option X1 Price adjustment for Inflation

X1.1 The index is the *index* published in "Consumer Price Index: index numbers and year on year rates" as published in the Statistical News Release, P0141 Table B of Statistics South Africa.

The *staff rates* are

- fixed at the Contract Date and are not variable with changes in salary are those that are based on a rate per hour.
- variable with changes in salary paid to individuals are those derived from the total annual cost of employment.

X2	Change in the law
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
Option X7	Delay Damages
X7.1	The <i>delay damages</i> for completion of the whole of the works are R2,000.00 per calendar day
X10	Employer's Agent
X10.1	<p>The <i>Employer's Agent</i> is Acting Chief Executive Officer (Or Designated MISA Official) Ms Mapatane Kgomo</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>
Z	Additional conditions of contract
	The <i>additional conditions of contract</i> are
Z1	<p>Tax invoices</p> <p>The Service Provider's invoice.</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 thirty days from the date of receipt (exclusive) of the <i>Service Provider's</i> invoice showing the details, which this contract requires or if a different period is stated in the Contract Data, within the period stated.</p>
Z2	<p>Selection and appointment of the Adjudicator</p> <p>Add the following paragraph to clause W.1.2(1) Within 2 weeks after declaring a dispute and if the <i>Adjudicator</i> was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he/she has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four (4) 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>
Z3	<p>Acts or omissions by mandatories</p> <p>In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the <i>Consultant</i> hereby agrees that the <i>Employer</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Consultant</i> and his employees to the extent permitted by this Act, and that this contract comprises the written</p>

agreement between the *Employer* and the *Consultant* contemplated in section 37(2).

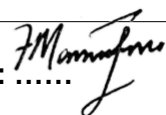
Z4

Price adjustment for inflation

Notwithstanding the provisions of X1

(1) The provisions of X1.4 and X1.5 do not apply.

(2) The Service Provider calculates the staff rates at the Contract Date for all rates which are fixed and are not variable with changes in salary paid to individuals, by multiplying the staff rates contained in the Pricing Data by $1 + (L - B) / B$, where B is the last value of the index published before the starting date and L is the last published value of the index published before the Contract Date.



Part two - Data provided by the *Consultant*

10.1 *The Consultant is:*

Name: _____

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

22.1 *The Consultant's key persons are:*

1 Name: _____

Position in the Project Team: _____

Responsibilities: _____

Qualifications: _____

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

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

Table 1: List of Key Personnel

No	Role	Name, Surname, and ID Number	Qualification and date attained	Name of Professional body and date registered	Reg. Number	Years of Exp
1	Contracts Manager					



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

Reference no.: MISA/FC/WSS/016/2023/24

Project: Framework Agreement for Appointment of Professional Service Providers: Provision of Consulting Engineering Services: Infrastructure Projects: Water Supply Services.

C2. PRICING DATA

**TENDERERS MUST COMPLETE THIS PART OF THE
TENDER C2: PRICING DATA TO BE USED DURING THE
ISSUE OF PROJECT SPECIFIC TENDER TO ADJUST
THE PROFESSIONAL FEES COST ACCORDINGLY.**

C.2.1 PRE-AMBLE OF THE PRICING SCHEDULE

TENDERERS MUST COMPLETE THIS PART OF THE TENDER C2: PRICING DATA TO BE USED DURING THE ISSUE OF PROJECT SPECIFIC TENDER TO ADJUST THE PROFESSIONAL FEES COST ACCORDINGLY.

1. Tenderers must complete this Part C2 Pricing for later use by the Employer to adjust Tenderer's prices later when the Project Specific Tender is issued.
2. Pricing Assumptions form part of the contract documents and must be read in conjunction with all the other documents comprising the tender documents.
3. In terms of NEC PSC Option G, The Tasks in this Tender refer to the Activities as outlined in the Pricing Schedule and Part C3: Scope of works Scope of Work in the Pricing Schedule Items with the Sum Unit represent a Task.
4. The Tenderer has to quote prices against each of the items of pricing schedule covering all services as deemed required for the successful completion of each of the items.
5. 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.
6. Expenses costs will be paid according to the latest Rates for Reimbursable expenses published on www.publicworks.gov.za. Service Providers will be reimbursable based on actual cost for only for the professionals listed in the Evaluation Schedule 2. All travel shall have to be according to the requirement of the project and approved by the Project Manager prior to actual travel. Travel expenses item in the Activity Schedule include VAT.
7. Professional Fees will be paid per completed stage/activity, however professional fees with respect to Stage 1 to Stage 4 including relevant additional costs will be paid before construction stage where fees for Stage 5 and 6 will be paid during and after Construction Stage including relevant additional costs.
8. 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.
9. All items on the Pricing schedule must be priced.
10. 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.
11. 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.**

12. All rates and sums of money quoted in the 'Pricing schedule' shall be in South African Rand and whole cent. Fractions of a cent shall be discarded.
13. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Pricing Schedule will be used to determine payments to the Service Provider. The validity of the Contract shall in no way be affected by differences between the quantities in the Activity Schedule and the quantities certified for payment.
14. Tenderers should take note that payment will be only based on acceptable completed deliverable on production of appropriate tax invoice(s). Any payment claimed as part completion of an activity may be considered if the completion of work is acceptable and does not influence the completion of the rest of activities at agreed pro-rata with the Project Manager.
15. 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).
16. Costs incurred by the Consultant other than the listed expenses are assumed as included in the Rates and Prices quoted. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.
17. 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.
18. For the purposes of this Schedule of costs the following words shall have the meanings hereby assigned to them:
 - **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
 - **Quantity:** The number of units of work for each item
 - **Rate:** The payment per unit of work at which the Tenderer bids to do the work
 - **Amount:** The quantity of an item multiplied by the tendered rate of the (same) item
 - **Sum:** An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
 - **Provisional Sum** - is an allowance, usually estimated by the employer, that is inserted into the tender documents for a specific element of the works that is not yet defined in enough detail for tenderers to price. The Prov-Sum is calculated estimate which must not be exceeded.

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

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



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

Reference no.: MISA/FC/WSS/016/2023/24

**Project: Framework Agreement for Appointment of Professional Service
Providers: Provision of Consulting Engineering Services: Infrastructure
Projects: Water Supply Services.**

C2.2. THE PRICING SCHEDULE

**TENDERERS MUST COMPLETE THIS PART OF THE
TENDER C2: PRICING DATA TO BE USED DURING THE
ISSUE OF PROJECT SPECIFIC TENDER TO ADJUST THE
PROFESSIONAL FEES COST ACCORDINGLY.**

C2.2 THE PRICING SCHEDULE (ACTIVITY)

THE PRICING SCHEDULE

**TENDERERS MUST COMPLETE THIS PART OF THE TENDER C2:
PRICING DATA TO BE USED DURING THE ISSUE OF PROJECT SPECIFIC
TENDER TO ADJUST THE PROFESSIONAL FEES COST ACCORDINGLY.**

The following will influence the pricing of this schedule;

Estimate Cost of Construction Works = R 10 000 000 (Vat

Incl.) Estimate Construction Period = 8 months

No	Description	Unit	QTY	Rate (R – c)	Amount (R – c)
1	Professional Fees				
1.1	Professional fees apportioned as follows; Stage 1 Inception = 5% Stage 2 Concept and Viability = 25% Stage 3 Design Development = 25% Stage 4 Documentation and Procurement = 25% Stage 5 Contract Administration and Inspection = 15% Stage 6 Close Out = 5%	Sum	1		
	Sub-Total 1: Professional Fees to be carried to Summary				
2	ADDITIONAL COSTS				
2.1	SURVEYS AND STUDIES	Unit	QTY	Rate (R – c)	Amount (R – c)
2.1.1	Geotechnical Investigation including tenderer's handling costs.	sum	1		
2.1.2	Topographical Survey including tenderer's handling costs.	Sum	1		
2.1.3	Water quality testing (SANS 421) including tenderer's handling costs.	sum	1		
2.1.4	Legislative Requirements: General Authorisation/ WULA (DWS) including tenderer's	Sum	1		

No	Description	Unit	QTY	Rate (R – c)	Amount (R – c)
	handling costs.				
2.1.5	Legislative Requirements: Scoping Report and EIA including tenderer's handling costs.	Sum	1		
Sub-Total 2.1: Surveys and Studies to be carried to summary					
2.2	Expenses and costs	Unit	QTY	Rate (R – c)	Amount (R – c)
2.2.1	Printing (A4 and A3 black and white)	No	500		
2.2.2	Plan Printing A1 and A 2	No	200		
2.2.3	Travelling and Accommodation	Sum	1		
Sub-Total 2.2: Expenses and Costs to be carried to Summary					
2.3	Quality Assurance	Unit	QTY	Rate (R – c)	Amount (R – c)
2.3.1	Construction Monitoring Level 3 (Engineer's Representative full time)	Month	8		
2.3.2	OHS Compliance including appointment as an the employer's H & S Agent	Month	8		
Sub-Total 2.3: Expenses and Costs to be carried to Summary					

SUMMARY OF PRICING SCHEDULE.

No	Description	Amount (R – c)
1	Professional Fees	
2.1	Surveys and Studies	
2.2	Expenses and Costs	

No	Description	Amount (R – c)
2.3	Additional Costs	
Total (1 + 2.1 +2.2 +2.3)		
Plus 15 % VAT		
Total to be carried to the form of Offer		
Total in Words:		

For Noting;

Professional Fees for Stages 1 to 4 will be paid before construction stage commences and for Stage 5 and 6 will be paid during and after construction stage.

Additional costs such as Geotechnical Investigations, EIA, DWS Compliance, Topographical Survey and other studies which will be required to assist during the planning and design development stages will be paid before construction stage.

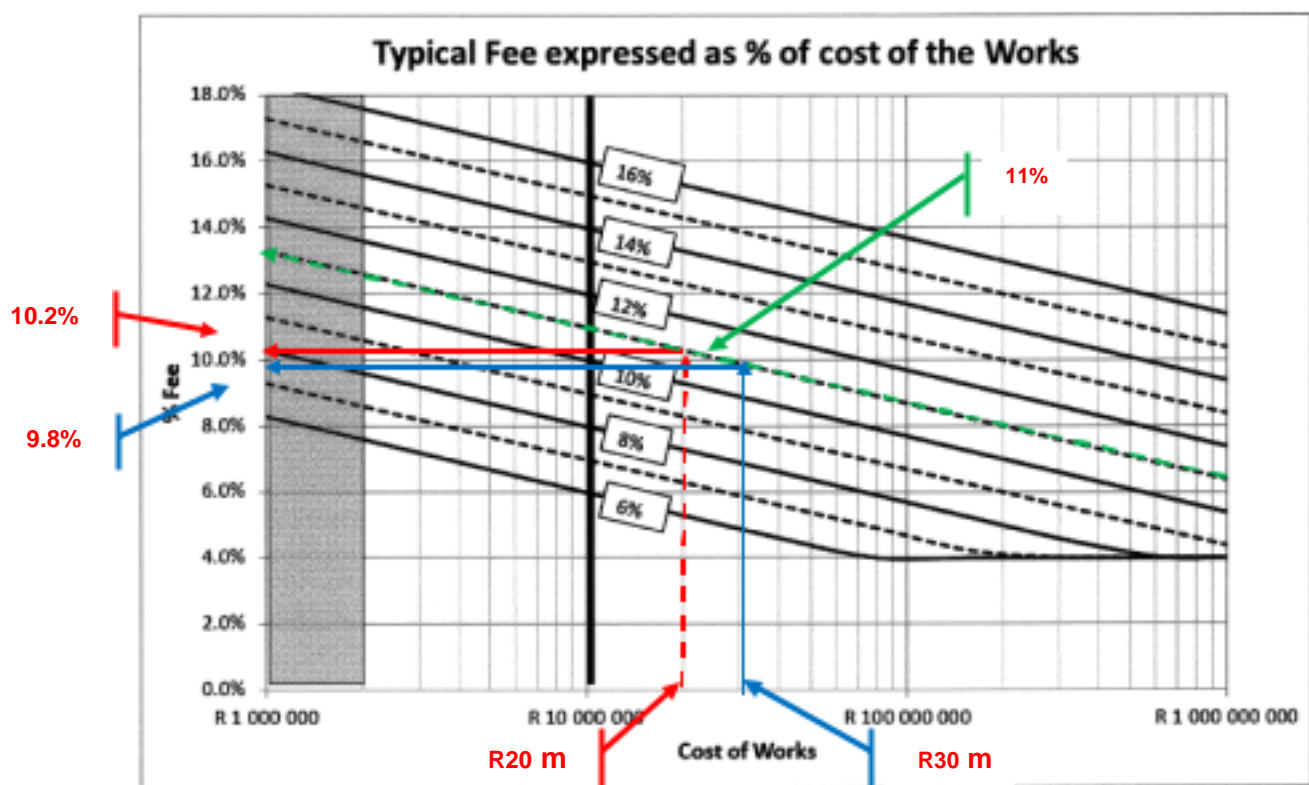
Other additional costs such as Travelling, Accommodation, H & S and Construction Monitoring will be paid during and after Construction Stage.

Adjustment of Professional Fees

The cost estimate of construction costs is estimated to be R 10 000 0000 (Vat Incl.) for tender purposes the following adjustment will be undertaken;

- Interim Adjustment = Upon the issue of specific project tender later – Estimated Construction Costs
- Final Adjustment = Final construction costs will be determined after the appointment of the contractor.

In lieu of the above the Professional fees as per Item 1 in the Activity Schedule excluding additional costs above will be adjusted accordingly as per the graph below:



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

Cost of works is estimated at R 10 000 000 during the tendering stage, R 20 000 at issuing of Project Specific Tender Stage and R 30 000 000 (Final) at Construction Stage. In case the successful tenderer's % fees is 11% of R10 000 000 at Tendering Stage, the employer will then adjust the cost of works as in the horizontal axis of the figure above by following the 11% line on Figure above to the R20 000 000 cost of the works and offset it against % fee in the vertical axis of the figure above, the adjusted % professional fee will then be 10.2% of R 20 000 000.

For R 30 000 000 cost of work, the employer will then adjust the cost of works as in the horizontal axis of the figure above by following the 11% line on Figure above to the R30 000 000 cost of the works and offset it against % fee in the vertical axis of the figure above, the adjusted % professional fee will then be 9.8 % of R 30 000 000.

TENDERERS MUST COMPLETE THIS PART OF THE TENDER C2: PRICING DATA TO BE USED DURING THE ISSUE OF PROJECT SPECIFIC TENDER TO ADJUST THE PROFESSIONAL FEES COST ACCORDINGLY.

Signed:Date:

Name:Position:

Enterprise name:



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no: MISA/FC/WSS/016/2023/24

Project: Framework Agreement for Appointment of Professional Service Providers: Provision of Consulting Engineering Services: Engineering Infrastructure Projects

PART C3: SCOPE OF WORK

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12. INFORMATION PROVIDED BY THE EMPLOYER

13. EMPLOYER'S DESIGN

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17. PERMITS AND WAY LEAVES

18. STAKEHOLDER MANAGEMENT

19. RISK MANAGEMENT

20. HEALTH AND SAFETY HEALTH AND SAFETY REQUIREMENTS AND PROCEDURE

21. PSC and CLO

C3.2 PROJECT SPECIFICATION



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/FC/WSS/016/2023/24

Project: Framework Agreement for Appointment of Professional Service Providers: Provision of Consulting Engineering Services: Infrastructure Projects: Water Supply Services.

PART C3 : SCOPE OF WORK

PROJECT DESCRIPTION AND SCOPE OF CONTRACT

1 DESCRIPTION OF WORKS

1.1 Background

MISA is a government component established under the Cooperative Governance and Traditional Affairs Portfolio, in terms of section 7(5) (c) of the Public Service Act (PSA), 1994 and derives its mandate from section 154(1) of the Constitution of the Republic of South Africa, 1996. Its establishment was declared by the President of the country in terms of proclamation 29 published in the government gazette in May 2012. Section 7(A) (4) of the Public Service Act empowers the relevant Executive Authority to determine the duties and functions of a government component under his/her authority.

The Government Notice on the operations and administration of MISA (operational notice) provides that the objective of MISA is to render technical advice and support to municipalities so that they optimise municipal infrastructure provisioning. In executing its mandate, as articulated above, MISA is required to perform the functions listed below with the aim of strengthening the capacity of municipalities to deliver sustainable infrastructure for basic services provision, exercise their powers and perform the functions necessary for planning, development, operations and maintenance of municipal infrastructure.

The functions of MISA as outlined in the operational notice includes:

- To support municipalities to conduct effective infrastructure planning to achieve sustainable service delivery;
- To support and assist municipalities with the implementation of infrastructure projects as determined by the municipal Integrated Development Plans (IDPs);
- To support and assist municipalities with the operation and maintenance of municipal infrastructure;
- To build the capacity of municipalities to undertake effective planning, delivery, operations and maintenance of municipal infrastructure; and
- Any functions that may be deemed ancillary to those listed above.

1.2 Employer's objectives

MISA's objective is to put in place a number of regional framework agreements for a range of commonly encountered goods, services and works, which can be readily accessed by MISA and other organs of state in order to make a significant contribution to meeting Cabinet's objectives relating to improvements in reliable water services and access to sustainable sanitation services.

MISA's objective in entering into a framework contract over a three-year term is to secure the services of Professional Service Providers capable of serving the emerging municipal needs associated with water supply infrastructure within all the 20 regions.

The ultimate goal is to streamline the procurement of Professional Engineering Services from the open market in order to fulfil MISA's strategic objectives, while maintaining transparency, fairness and equitability in the procurement process.

1.3 Overview of the works

The overview of works includes to plan, design and administer the execution of projects relating to Municipal Water Services Infrastructure.

1.4 Extend of the works

The extend of the works include provision of professional services for engineering Infrastructure Projects in Municipalities across South Africa. The service targeted herein is Water Supply Service.

The category of works include –

- ❖ Construction of new infrastructure and/or
- ❖ Refurbishment and/or
- ❖ Rehabilitation and/or
- ❖ Repair and Maintenance of Existing Water Reticulation Infrastructure

The type of works include;

- ❖ Water extraction points from the natural source
- ❖ Water Treatment Works
- ❖ Bulk water transmission pipelines within the Municipal Area of Licenced Supply
- ❖ Water Storage facilities
- ❖ Water reticulation pipelines
- ❖ Water supply Pump stations
- ❖ Appurtenant works

The extend of the Scope of Works will cover the following stages;

Stage 1 - Inception

Stage 2 - Concept and Viability (Often called Preliminary Design)

Stage 3 - Design Development (also termed Detail Design)

Stage 4 - Documentation and Procurement

Stage 5 - Contract Administration and Inspection

Stage 6 - Close-Out

1.5 Beneficiaries

Beneficiaries of this projects in the main are Municipalities in South Africa.

1.6 Socio-economic benefits.

The Socio-Economic benefits will include amongst others, number of jobs to be created and number of SMME's benefitting.

2 CONTRACT SKILLS DEVELOPMENT GOALS

The Professional Service Provider shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of 28 April 2023.

This Standard for developing skills through infrastructure contracts, establishes the minimum contract skills development goals to be achieved in the performance of such contracts relating to the provision of workplace opportunities, linked to or leading to:

- ❖ a part- or full occupational qualification registered on the National Qualification Framework;
- ❖ a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- ❖ a national diploma registered on the National Qualification Framework; and
- ❖ registration in a professional category by one of the professional bodies.

For this project this standard should be applied to:

- ❖ A contract or an order issued in terms of a framework agreement that has a duration of 12 months or more, and:
- ❖ a contract of R5 million or more, in the case of a professional service or service contract or an order issued in terms of such a contract.

Tender No: MISA/FC/WSS/016/2023/24

Initials:

FMannafone

This standard is applicable to all professional services contracts of R5 million in financial value at the time of the award of the contract or an order at the time of issue, excluding value added tax (VAT), allowances and expenses.

For this project, Skills Development Provides for workplace opportunities leading to:

- ❖ a national diploma registered on the National Qualification Framework; and
- ❖ registration in a professional category by one of the professional bodies listed in the standard.

In the case of professional services contracts, the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

Example: if the contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is $R5.6m \times 150 = 840$ hours as a minimum.

The Consultant shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council.

As a matter of compliance, the consultant shall submit to the employer's agent:

- ❖ An interim contract compliance training report in the specific format (Form A3 Project Interim Report) at intervals which do not exceed 3 months; and
- ❖ A final contract compliance training report, in the specific format (Form A5 Project Completion Report). This report shall, respectively, be submitted within 15 days of; reaching completion, end of the service, the delivery date for all work required.

The Details of Contract Skills Development including further specifications and pricing will form part of project specific tender to be issued later to the successful Tenderers.

3 LOCATION OF WORKS

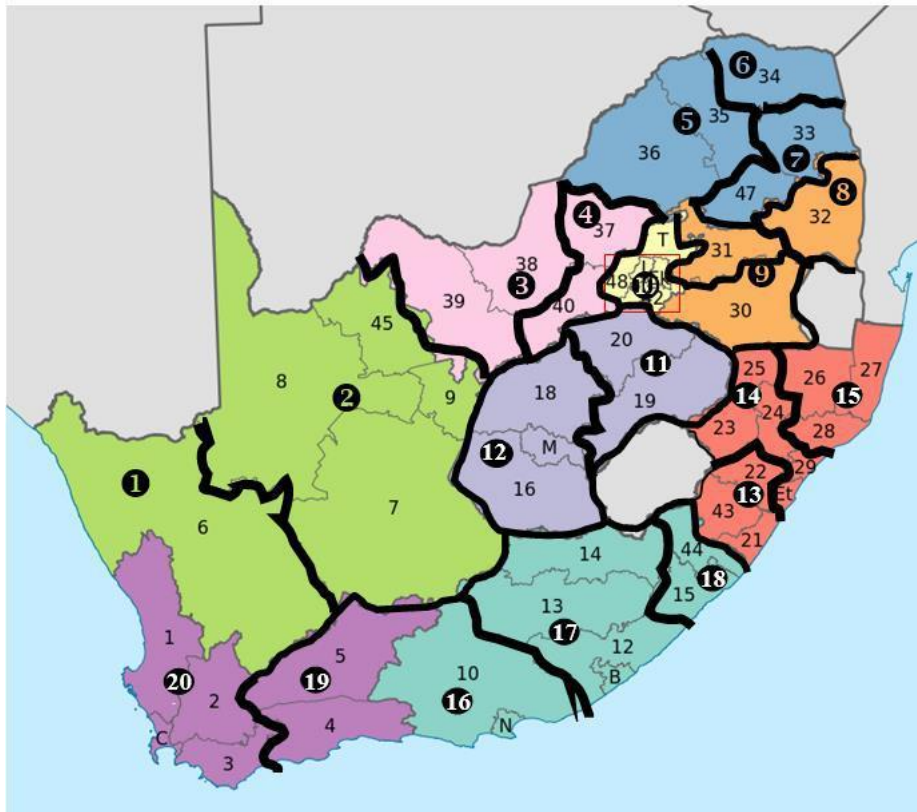
The geographic areas covered by the 48 district municipalities is grouped into 20 regions as indicated in Table 1 and Figure 1 below.

Table 1

Region	Province	District municipality	Seats	Population	Population density per km ²
1	Northern Cape	• Namakwa District Municipality	• Springbok	115842	0.9
2	Northern Cape	• Pixley ka Seme District Municipality • Siyanda District Municipality • Frances Baard District Municipality • John Taolo Gaetsewe District	• De Aar • Upington • Kimberley • Kuruman	1030019	4.2

Region	Province	District municipality	Seats	Population	Population density per km ²
		Municipality			
3	North West	<ul style="list-style-type: none"> Ngaka Modiri Molema District Municipality Dr Ruth Segomotsi Mompati District Municipality 	<ul style="list-style-type: none"> Mafikeng Vryburg 	1306514	18.1
4	North West	<ul style="list-style-type: none"> Bojanala Platinum District Municipality Dr Kenneth Kaunda District Municipality 	<ul style="list-style-type: none"> Rustenburg Klerksdorp 	2203438	66.8
5	Limpopo	<ul style="list-style-type: none"> Capricorn District Municipality Waterberg District Municipality 	<ul style="list-style-type: none"> Polokwane Modimolle 	1940799	29.2
6	Limpopo	<ul style="list-style-type: none"> Vhembe District Municipality 	<ul style="list-style-type: none"> Thohoyandou 	1294722	60.6
7	Limpopo	<ul style="list-style-type: none"> Mopani District Municipality Sekhukhune District Municipality 	<ul style="list-style-type: none"> Giyani Groblersdal 	2169347	57.2
8	Mpumalanga	<ul style="list-style-type: none"> Ehlanzeni District Municipality 	<ul style="list-style-type: none"> Nelspruit 	1688615	60.5
9	Mpumalanga	<ul style="list-style-type: none"> Gert Sibande District Municipality Nkangala District Municipality 	<ul style="list-style-type: none"> Ermelo Middelburg 	2351323	117.9
10	Gauteng	<ul style="list-style-type: none"> Sedibeng District Municipality West Rand District Municipality 	<ul style="list-style-type: none"> Vereeniging Randfontein 	1737479	210.2
11	Free state	<ul style="list-style-type: none"> Thabo Mofutsanyana District Municipality Fezile Dabi District Municipality 	<ul style="list-style-type: none"> Phuthaditjhaba Sasolburg 	1224274	22.7
12	Free state	<ul style="list-style-type: none"> Xhariep District Municipality Lejweleputswa District Municipality 	<ul style="list-style-type: none"> Trompsburg Welkom 	773885	11.1
13	KwaZulu Natal	<ul style="list-style-type: none"> Ugu District Municipality uMgungundlovu District Municipality Harry Gwala District Municipality 	<ul style="list-style-type: none"> Port Shepstone Pietermaritzburg Ixopo 	2201666	87.7
14	KwaZulu Natal	<ul style="list-style-type: none"> uThukela District Municipality uMzinyathi District Municipality Amajuba District Municipality iLembe District Municipality 	<ul style="list-style-type: none"> Ladysmith Dundee Newcastle KwaDukuza 	2286334	75.9
15	KwaZulu Natal	<ul style="list-style-type: none"> Zululand District Municipality uMkhanyakude District Municipality uThungulu District Municipality 	<ul style="list-style-type: none"> Ulundi Mkuze Richards Bay 	2336940	96.2
16	Eastern Cape	<ul style="list-style-type: none"> Sarah Baartman District Municipality 	<ul style="list-style-type: none"> Port Elizabeth 	450,584	7.7
17	Eastern Cape	<ul style="list-style-type: none"> Amathole District Municipality Chris Hani District Municipality Joe Gqabi District Municipality 	<ul style="list-style-type: none"> East London Queenstown Barkly East 	2037866	24.4
18	Eastern Cape	<ul style="list-style-type: none"> OR Tambo District Municipality Alfred Nzo District Municipality 	<ul style="list-style-type: none"> Mthatha Mount Ayliff 	2166287	94.9
19	Western Cape	<ul style="list-style-type: none"> Eden District Municipality Central Karoo District Municipality 	<ul style="list-style-type: none"> George Beaufort West 	645276	10.3
20	Western Cape	<ul style="list-style-type: none"> West Coast District Municipality Cape Winelands District Municipality Overberg District Municipality 	<ul style="list-style-type: none"> Moorreesburg Worcester Bredasdorp 	1437432	22.2

Figure 1: MAP showing regions.



4 PROJECT STAGES AND DELIVERABLES

The deliverables will be as follows;

Stage 1 – Inception

Defined as: Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.

1. Assist in developing a clear project brief.
2. Attend project initiation meetings.
3. Advise on procurement policy for the project.
4. Advise on the rights, constraints, consents and approvals.
5. Define the scope of services and scope of work required.
6. Conclude the terms of the agreement with the client.
7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
8. Determine the availability of data, drawings and plans relating to the project.
9. Advise on criteria that could influence the project life cycle cost significantly
10. Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables will typically include:

1. agreed scope of services and scope of work
2. signed agreement.

3. report on project, site and functional requirements
4. schedule of required surveys, tests, analyses, site and other investigations
5. schedule of consents and approvals and related timeframes

Stage 2 – Concept and Viability (often called preliminary design)

Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project:

1. Agree documentation programme with principal agent or consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Establish the concept design criteria.
4. Prepare initial concept design and related documentation.
5. Advise the client regarding further surveys, analyses, tests and investigations that may be required.
6. Establish regulatory authorities' requirements and incorporate into the design.
7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
8. Establish access, utilities, services and connections required for the design.
9. Participate in coordinated design interfaces with architect or other consultants involved.
10. Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
11. Provide cost estimates and life cycle costs, as required.
12. Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Deliverables will typically include:

1. concept design
2. schedule of required surveys, tests and other investigations and related reports
3. process design
4. preliminary design
5. cost estimates, as required.

Stage 3 – Design Development (also termed detailed design)

Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project:

1. Review documentation programme with principal consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Incorporate client's and authorities' detailed requirements into the design.
4. Incorporate other consultants' designs and requirements into the design.
5. Prepare design development drawings including draft technical details and specifications.
6. Review and evaluate design and outline specification and exercise cost control.
7. Prepare detailed estimates of construction cost.
8. Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
9. Submit the necessary design documentation to local and other authorities for approval.

Deliverables will typically include:

1. design development drawings
2. outline specifications
3. local and other authority submission drawings and reports
4. detailed estimates of construction costs.

Stage 4 – Documentation and Procurement

Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.

1. Attend design and consultants' meetings.
2. Prepare specifications and preambles for the works.
3. Accommodate services design.
4. Check cost estimates and adjust designs and documents, if necessary, to remain within budget
5. Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
6. Prepare documentation for contractor procurement.
7. Review designs, drawings and schedules for compliance with approved budget.
8. Call for tenders and/or negotiation of prices and/or assist the principal consultant or quantity surveyor where relevant.
9. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
10. Evaluate tenders.
11. Prepare contract documentation for signature.
12. Assess samples and products for compliance and design intent.
13. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.

Deliverables will typically include:

1. specifications
2. services co-ordination
3. working drawings
4. budget construction cost
5. tender documentation
6. tender evaluation report
7. tender recommendations
8. priced contract documentation

Stage 5 – Contract Administration and Inspection

Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

1. Attend site handover.
2. Issue construction documentation in accordance with the documentation schedule
3. including, in the case of structural engineering, reinforcing bending schedules and
4. detailing, and specifications of structural steel sections and connections.
5. Carry out contract administration procedures in terms of the contract.
6. Prepare schedules of predicted cash flow.
7. Prepare pro-active estimates of proposed variations for client decision-making.

8. Attend regular site, technical and progress meetings.
9. Inspect the works for conformity to contract documentation
10. Review the outputs of quality assurance procedures and advise the contractor and
11. client on adequacy and need for additional controls, inspections and testing.
12. Adjudicate and resolve financial claims by contractors.
13. Assist in the resolution of contractual claims by the contractor.
14. Establish and maintain a financial control system.
15. Clarify details and descriptions during construction as required.
16. Prepare valuations for payment certificates to be issued by the principal agent.
17. Witness and review of all tests and mock-ups carried out on site.
18. Check and approve contractor drawings for compliance with contract documents.
19. Update and issue drawings register.
20. Issue contract instructions as and when required.
21. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
22. Inspect the works and issue practical completion and defects lists.
23. Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.

Deliverables will typically include;

1. schedules of predicted cash flow
2. construction documentation
3. drawing register
4. estimates for proposed variations.
5. contract instructions
6. financial control reports
7. valuations for payment certificates
8. progressive and draft final accounts
9. practical completion and defects list
10. all statutory certification and certificates of compliance as required by the local and other statutory authorities

Stage 6 – Close-Out

Defined as: Fulfil and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the project.

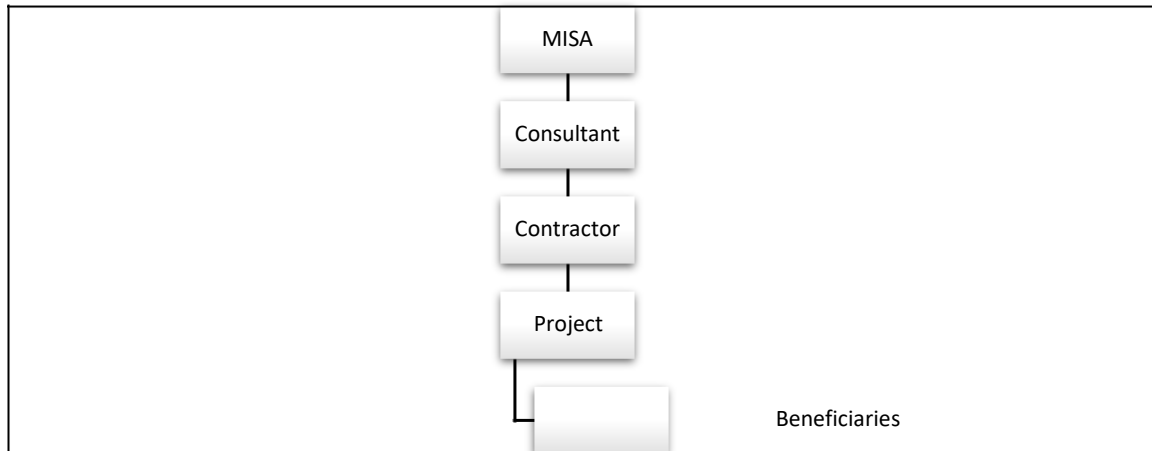
1. Inspect and verify the rectification of defects.
2. Receive, comment and approve relevant payment valuations and completion certificates.
3. Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
4. Prepare and/or procure as-built drawings and documentation.
5. Conclude the final accounts where relevant.

Deliverables will typically include:

1. Valuations for payment certificates
2. Works and final completion lists
3. Operations and maintenance manuals, guarantees and warranties
4. As-built drawings and documentation
5. Final accounts

5 PROPOSED REPORTING STRUCTURE

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



6 REPORTING REQUIREMENTS

The following recurring reports would be required from the engineering consultant(s) as per format to be agreed upon with the employer.

- a) Inception Report
- b) Concept and Viability Report
- c) Design Development Report
- d) Procurement Document
- e) Monthly Progress Reports.
- f) Completion Report
- g) Close Out Report.

7 QUALITY ASSURANCE AND CONSTRUCTION MONITORING

Quality assurance during construction refers to the engineering activities that are implemented to demonstrate to the client that works are highly likely to meet the requirements. This is achieved through a combination of the quality control processes that are put in place by the contractor to control its outputs and the inspection and acceptance testing that is carried out by the consulting engineer to confirm conformance prior to certification. While the contractor takes the ultimate responsibility for quality and meeting the design requirements, the purpose of a quality assurance plan and related construction monitoring is to inspect and satisfy the client and the consulting engineer that the risk of these requirements not being met is acceptable.

Arising from the above, three levels of construction monitoring may be defined and described, as follows:

Level 1: Periodic Construction Monitoring

The consulting engineer's staff must:

- a) Visit the works at a frequency agreed with the client or at on-call basis at a notice time agreed with the contractor and the client, with extra visits for works completion inspections, provision of design/technical clarifications and inspections for works defects lists

- b) Review random samples of material and work procedures, for conformity to contract documentation, and review random samples of important completed work prior to covering up, or on completion, as appropriate.

Level 2: Part-time Construction Monitoring

The consulting engineer's staff, or part-time construction monitoring staff must:

- a) Regularly visit the site at a frequency that may vary during the course of the project, and such visits may be daily or weekly, according to the project demands; the frequency and duration of site visits must be agreed in writing between the client and the consulting engineer prior to commencement of the services.
- b) Review regular samples of materials and work procedures, for conformity to contract documentation, provide design/ technical clarifications where required and review regular samples of important completed work prior to covering up, or on completion, as appropriate.
- c) Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

Level 3: Full-time Construction Monitoring (full-time staff resident on site for the duration of the works and paid for by the client as an additional service)

The full-time construction monitoring staff must:

- a) maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, provide design/ technical clarifications and review completed work prior to covering up, or on completion, as appropriate.
- b) assist with the preparation of as-built records and drawings to the extent required in the agreement with the client.
- c) where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client

8 PROFESSIONAL FEES CALCULATIONS

Professional fees excluding additional costs must be calculated as a percentage of the estimate construction costs. After coming to the product thereof, payment of professional fees will be divided into % per Professional Fees Stages according to the table below.

Stage	Description	% of Total Professional Fees
1	Inception	5%
2	Concept and Viability	25%
3	Design Development	25%
4	Documentation and Procurement	25%
5	Contract Administration and Inspection	15%
6	Close Out	5%

Professional Fees for Stages 1 to 4 will be paid before construction stage commences and for Stage 5 and 6 will be paid during and after construction stage.

Additional costs such as Geotechnical Investigations, EIA, DWS Compliance, Topographical Survey and other studies which will be required to assist in the planning and design development stages will be paid before construction stage.

Other additional costs such as Travelling, Accommodation, H & S and Construction Monitoring will be paid during and after Construction Stage.

9 TIME FRAMES

The total project completion period inclusive of construction period is summarised below;

No	Description	Time in months
1	Professional Consulting Services (Inception Stage to Documentation and Procurement Stage)	6 months
2	Professional Consulting Services (Contract Administration and Inspection Stage and Close Out Stage)	8 months
3	Total Project Completion Period	14 months

To Note: The project time frames will be adjusted accordingly during the construction stage.

10 TESTS AND INVESTIGATIONS

The following Tests, investigation and studies will be conducted, Geotechnical, Topographical, DWS Compliance, DEFF compliance and any other tests, Investigation and studies required to assist during the planning stage of the project.

11 GENERAL REQUIREMENT OF THE TENDERER

The general requirements hereunder are not for Evaluation Purposes but for later use during the issue of project specific tender. Successful Tenderers must comply with these General Requirements. The project Manager will enforce this General Requirements during the execution of a Projects Specific Contract.

a) Company Experience

The experience of the tenderer as a company (as opposed to key staff members) in Provision of Consulting Engineering Services to Engineering Infrastructure Projects including planning, designing, and administration of Construction of new infrastructure and/or Refurbishment and/or Rehabilitation and/or Repair and Maintenance of Existing Water Reticulation Infrastructure over the last 10 years.

b) Key Personnel

Tenderers must demonstrate their ability to carry out this exercise by having within their employment the following personnel. This section is not for evaluation purposes, however it will be general requirements to be enforced during project implementation.

No	Description
1	Specific Project Expertise within the Employ of the Tenderer.
1.1	Responsible Professional Registered Person (Contract Manager) Registered Professional Engineer/Technologist (Civil: Water Engineering) (Minimum 10 years' experience after registration)
1.2	Civil Engineer Registered Professional Engineer/Technologist (Civil: Water Engineering) (Minimum 5 years' experience after registration)
1.3	Engineer's Representative (Residential Engineer) Engineering Technicians: Civil: Water Engineering as minimum (Minimum 3 years' experience after qualification)
2.	Support Staff
2.1	Qualified Draughts Person/CAD Operator (Minimum 3 years' experience after qualification)
2.2.	Qualified Safety Officer (Minimum 3 years' experience after qualification)

c) Infrastructure, Office Equipment and Technology

No	Description
3.	Infrastructure and Technology
3.1.	Fully Operational Office
3.2.	Complete computer hardware
	Required Design and Draughting Software for Civil Engineering, Electrical Engineering, Building Works

d) Professional Indemnity

Tenderers must be registered with a relevant professional body and must be in possession of a valid Professional Indemnity insurance issued by an accredited financial services provider.

e) Labour Intensive Methods and SMME Development

Tenderers must demonstrate the ability to implement portion of project using labour intensive methods and the ability to develop SMME by identifying portion of works that can be sub-contracted.

No	Description
5.	Labour Intensive Design and Construction Methods and SMME Development
5.1	Proof of NQF Level 7 accreditation: Develop and Promote Labour-Based Construction Strategies
5.2	Proof of NQF Level 5 Accreditation: Manage Labour intensive Construction Projects

f) Track Record and Understanding of Municipal Environment

Tenderers must demonstrate the capacity and capability that they will be able to carry out this assignment when appointed by proving that they have completed similar assignments before.

Tenderers must also demonstrate their understanding with regard to the Municipal Environment particularly the processes and procedures of project planning and implementation.

No	Description
6.	Track Record, Experience and understanding Municipal Environment
6.1.	Experience in Municipal Infrastructure as firm
6.2	Total number of projects involved with.

g) Registration with professional body

No	Description
4.	Professionalism of the Tendering Firm
4.1	Registration with a recognized Professional Body

12 INFORMATION PROVIDED BY THE EMPLOYER

The employer will not provide any information on this framework, however when the employer issues the Project Specific Tender at a later stage the employer may provide the necessary information.

13 EMPLOYER'S DESIGN PROCEDURE

There is no employer's design procedure.

14 LABOUR INTENSIVE CONSTRUCTION

METHODS Background

The Expanded Public Works Programme (EPWP) is one of government's medium-to-long term programmes aimed at alleviating poverty and reducing unemployment. The EPWP will achieve this aim through the provision of work opportunities coupled with project-based training. It is a national programme covering all spheres of government and state-owned enterprises (SOE's). The programme spans four (4) Sectors comprising Infrastructure, Social, Non-State and Environment and Culture.

EPWP Rate

All public bodies involved in infrastructure provision are expected to contribute to the programme. As part of this initiative, the national government has through the Division of Revenue Act (DORA) placed additional conditionalities on infrastructure grants.

Adherence

This principle calls for adherence to the EPWP Minimum wage and employment conditions under the EPWP Ministerial Determination. The EPWP Ministerial Determination, as revised from time to time, sets out a minimum wage and minimum conditions of employment for the

Requirements of EPWP Compliance

EPWP and implementers must comply with its requirements as follows:

- the design of the labour-intensive works by consultants is overseen by persons in their employ who have completed the necessary skills training (see Appendix C);
- works contracts are administered by persons in the employ of consultants who have completed the necessary skills training (see Appendix C); and
- consultants are expected to sign an undertaking confirming they have complied with EPWP
- requirements at design and implementation stages. A sample is provided in (Appendix E).

Labour-intensive works

1. The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed the NQF level 7-unit standard "Develop and Promote Labour-Intensive Construction Strategies" or equivalent QCTO qualifications
2. The staff member of the consultant who is responsible for the administration of any works contract involving labour-intensive works must have completed the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" or equivalent QCTO qualifications. The Consultant must provide the Employer with satisfactory evidence (e.g. letter of competency) that staff members satisfy the requirements of 1 and 2.
3. The Consultant must design and implement the construction/maintenance works in accordance with the latest version (download at www.epwp.gov.za) of Guidelines for the Implementation of the Labour- Intensive Projects under the Expanded Public Works Programme (these Guidelines) published by the National Department of Public Works.
4. The Consultant must sign the undertaking confirming they have complied with EPWP requirements at design and implementation stages.
5. The Consultant shall, for monitoring purposes, keep monthly records and transmit to the Client data on the following indicators with regard to the EPWP projects implemented:
 - a. Project budget and planned output according to EPWP requirements

- b. Actual Project Expenditure and actual output according to EPWP requirements
 - c. Planned and achieved labour intensity
 - d. Number of work opportunities created
 - e. Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
 - f. Wage rate earned on project
 - g. Number of person-days of employment created
 - h. Copies of Identity documents of workers
 - i. Number of persons who have attended training including the nature and duration of training provided
 - j. Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M & E Framework
 - k. Services provided or delivered in accordance with indicators in the EPWP M & E Framework
6. The values for the indicators shall be submitted to the Employer according to agreed time frames on the prescribed reporting template (from the EPWP Unit in the DPW) and obtainable from www.epwp.gov.za.
 7. The Consultant shall, before certifying a contractor's payment certificate, ensure that the contractor has submitted labour information in a format and timeframe specified by the employer. If the information submitted by the contractor is inadequate the consultant shall not submit the payment certificate to the employer for payment of the relevant outputs.
 8. The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:
 - a. whenever a payment certificate is presented to the Employer for payment; and
 - b. immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

15 SUBCONTRACTING

Tenders are not allowed to sub-contract more than 30% of this project

16 EXISTING SERVICES

The employer will not provide information regarding existing services.

17 PERMITS AND WAY LEAVES

The Tenderer will be expected to assist the employer to research permits and way leaves to be complied with.

18 STAKEHOLDER MANAGEMENT

The table below shows the relevant stakeholders for this projects

Stakeholder	Roles and Responsibilities
MISA	Project owners and Project Managers
DCOG	Support and give guidelines regarding MIG compliance.

Stakeholder	Roles and Responsibilities
PROVINCIAL COGTAs	Support and give guidance with alignment with provincial programmes
LOCAL AND DISTRICT MUNICIPALITIES	Support MISA with the implementation of the project (were appropriate) and give guidance during the social facilitation process including project steering committees, recruitment of labour and identification of SMME's.
DPWI	Support MISA with technical expertise in the LIC roll-out taking lessons from Expanded Works Programme
SECTOR DEPARTMENTS	Support and give guidelines with sector specific standards (DWS, Transport, Environment, Sport etc)
PROFESSIONAL SERVICE PROVIDERS	Undertake provision of professional services
CONTRACTORS	Undertake construction works

19 RISK MANAGEMENT

The tenderer must assist the employer to analyse and mitigate risks associated with the implementation of this project.

20 OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

The successful tenderers will assist the employer to comply with OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 CONSTRUCTION REGULATIONS, 2003 and act as the employer's agent and to ensure that all projects that they are appointed for are in compliance with the ACT.

The employer shall appoint any person as his agent, when is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

The employer may appoint the successful tenderers as agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon the employer, shall as far as reasonably practicable apply to the person so appointed.

The successful tenderer will assist the employer with the following;

- to prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
- to promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
- to appoint each principal contractor in writing for the project or part thereof on a construction site;
- to take reasonable steps to ensure that each principal contractor's health and safety plan as determined in sub-regulation 5(1) is implemented and maintained on the construction site: provided that the steps taken, shall include periodic audits at

intervals mutually agreed upon between the client and principal contractor, but at least once every month;

- e) to stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan contemplated in sub-regulation 5(1) for the site or which poses to be a threat to the health and safety of persons;
- f) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
- g) to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- h) to ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

21 PSC AND CLO

The establishment of PSC and its members and appointment of CLO will be in accordance with the beneficiary municipality's policies and guidelines



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/FC/WSS/016/2023/24

Project: Framework Agreement for Appointment of Professional Service Providers: Provision of Consulting Engineering Services: Infrastructure Projects: Water Supply Services.

C3.2 PROJECT SPECIFICATION

Project Specification will be realised during the issuance of Project Specific Tender



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/FC/WSS/016/2023/24

Project: Framework Agreement for Appointment of Professional Service Providers: Provision of Consulting Engineering Services: Infrastructure Projects: Water Supply Services.

PART C4 : SITE INFORMATION

There is no specific site information as the relevant site information will only be available as and when there is a project to be undertaken.

- C4.1** **LOCALITY PLAN**

- C4.2** **CONDITIONS ON SITE**

- C4.3** **TEST RESULTS**