Municipal Infrastructure Support Agent (MISA)

REPUBLIC OF SOUTH AFRICA

TENDER NO: MISA/BWWTW/NC/011/2026/27

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR BERSIG: REFURBISHMENT OF WASTEWATER TREATMENT WORKS

PROCUREMENT DOCUMENT

(Based on NEC3 Engineering – Professional Service Contract: Option A)

AUGUST 2026

Issued by:

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

Name of Tenderer: _____

Total Bid Price: _____

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Tender Procedure: Open Tender

Based on

MISA Supply Chain Management Policy of 12 February 2026

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

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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.: MISA/BWWTW/NC/011/2026/27

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR BERSIG: REFURBISHMENT OF WASTEWATER TREATMENT WORKS

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 refurbishment of Bersig Wastewater Treatment Works in Nama Khoi Local Municipality.

Only Tenderers who have in their employ Registered Professional Persons in terms of a recognised Professional Body e.g. Engineering Council of South Africa are eligible to submit bids.

The project details are hereunder,

TENDER NO.	PROJECT NAME	ONLINE COMPULSORY BRIEFING SESSION: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/BWWTW/NC/011/2026/27	**Appointment of a Professional Services Provider for BERSIG: Refurbishment of Wastewater Treatment Works**	**A Compulsory Virtual Briefing session.** **Date: 24 August 2026** **At 10:00 AM** **Microsoft Teams meeting** **Join:** https://teams.microsoft.com/meet/387962842921846?p=lnUJ5mj7jCxDfLcBlH **Meeting ID:** 387 962 842 921 846 **Passcode:** xx9PK2o5	**Date: 08 September 2026** **At 11:00 AM** **All Bid Proposals to be submitted @ MISA Head office** **Riverside office Park, 1303 Heuwel avenue, 1st floor Letaba House, Centurion 0046**

A Virtual Compulsory Briefing Session teams link will be uploaded on e-tenders and MISA website

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

Bidders must note that by submitting bid proposal you give MISA permission to process or access bidders, members and its director's information in compliance with Protection OF Personal Information Act (POPIA).

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 the Preferential Procurement Policy Framework Act (PPPFA) no.5 of 2000 and on functionality as prescribed in the Preferential Procurement Regulations, 2022.

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

Issued by: **Municipal Infrastructure Support Agent (MISA)**

1303 Heuwel Avenue

Riverside Office Park, Letaba House, Centurion, PRETORIA 0046

TEL: 012 484 5300

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Tender no.: **MISA/BWWTW/NC/011/2026/27**

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR BERSIG: REFURBISHMENT OF WASTEWATER TREATMENT WORKS

TENDER DATA

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

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

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

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

Clause number	Tender Data
4.1	**ONLY** those tenderers who satisfy the following **ELIGIBILITY CRITERIA AND MANDATORY REQUIREMENTS** and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated: The tenderer: 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. This **APPLICABLE TO FORM OF OFFER AND PRICING DATA**. 5. The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than **R 2 million** in respect of a claim without limiting to the number of claims or show documentary evidence (proposal / quotation) of having applied for such cover. 6. Attendance of Compulsory Virtual Briefing session. 7. Only Tenderers who have the following resources, registered with ECSA as a Professional Engineer or Professional Engineering Technologist and the demonstration of a minimum 3 years relevant experience post qualification in **Water and Sanitation services** (Attach proof of valid ECSA registration Certificate, CV and Qualification for each resource): • **Civil Engineer (Contract Manager)** • **Electrical Engineer** • **Mechanical Engineer**
4.7	The arrangements for a compulsory virtual clarification meeting are as stated in the Tender Notice and Invitation to Tender (ref: T1.1). **No Tender will be considered unless the Tenderer attends the compulsory virtual briefing session** **Tenderers/their authorised representatives must complete the attendance register pasted on the Chat box.** Addenda, if any, will be issued to the tenders only who attended the compulsory virtual briefing sessions.
4.12	No alternative tender offer will be considered.
4.13 4.15	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: **Location of tender box:** Reception area of MISA Offices Municipal Infrastructure Support Agent's Office **Physical Address**: 1303 Heuwel Avenue, Riverside Office Park Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046

Clause number	Tender Data
	Telephone: 012 848 5300 **Identification details on the Tender package(s):** 1. Name and Reference number of the tender; 2. Address of the employer; 3. Names of the tendering entity and the contact person; 4. Physical address and contacting details of the tenderer; 5. Date of submission
4.13.4	The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.
4.13.5	Tender offer shall be submitted as **original**, **one copy of the original** and **one scanned copy of the original completed and signed tender documents in a memory stick.**
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is **90 days**, exclusive of closing date but inclusive of the 90th day.
5.1	The employer will respond to requests for clarification received up to **7 working days** before the tender closing time.
5.2	The employer shall issue addenda until **10 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)	**Evaluation Criteria** The procedure for the evaluation of responsive tenders is **Eligibility and Mandatory requirements, Functionality Criteria, Price and Specific goals.** The procedure for the evaluation of responsive tenders is **detailed as follows:** **Phase 1:** Eligibility Criteria and Mandatory Requirements. **Phase 2:** Functionality Criteria **Phase 3:** Price and preference (80/20 system) **1. PHASE ONE: ELIGIBILITY CRITERIA AND MANDATORY REQUIREMENTS.** As outlined in Clause 4.1. **2. PHASE TWO: FUNTIONALITY CRITERIA** **TENDER WHO PASSES STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:**

Clause number	Tender Data

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 will be considered as DISQUALIFIED from the evaluation and will be discarded from any further evaluation for the following.

   4.1 **scoring an average score above 60 points in Functionality**

5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality.

6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.

3. PHASE THREE: PRICE AND SPECIFIC GOALS

EVALUATION POINTS ON PRICE AND SPECIFIC GOALS

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and B-BBEE/ PPPFA Regulations *of 2022.*

Criteria	Points
POINTS ON PRICE	**80**
Specific Goals	**20**
TOTAL	**100**

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

a) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

b) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Clause number	Tender Data

c) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

SPECIFIC GOALS

The Employer reserves the right to apply other specific goals in accordance with PPPF Regulations 2022 as contemplated in section 2(1)(d)&(e) of the PPPF Act 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.

The Specific goals will be allocated as per the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Who are women (51% or more)	**5**
Who is a youth (18 to 35 years) (51% or more owned)	**5**
Location of enterprise (Northern Cape Province)	**5**
B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	**5**
Total scored points	**20**

The specific goals may include—

a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.

b) Implementing the programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

Means of Verification (Specific Goals)

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Youth	Full CSD Report
Location	Municipal bill/Lease agreement/ letter from Local authority
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid certificate/ Affidavit /Consolidated BEE certificate in cases of Joint Venture Full CSD Report

Failure on the part of a tenderer to submit proof of documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

<table>
<tr><th>Clause number</th><th>Tender Data</th></tr>
<tr><td>5.11.9</td><td>Functionality Criteria.
A Tender will be DISQUALIFIED from the evaluation and will be discarded from any further evaluation for scoring an average score below a threshold of 60 points in Functionality.

<table>
<tr><th>Quality criteria</th><th>Evaluation schedule</th><th>Maximum number of points (A)</th></tr>
<tr><td>The experience of the tenderer as a company (as opposed to key staff members) in any of the following: the design and Implementation of Water or Waster-water treatment facilities for municipalities and / or other organs of state.</td><td>Schedule 1</td><td>100</td></tr>
<tr><td>Maximum possible score for quality (M_s)</td><td></td><td>100</td></tr>
</table></td></tr>
<tr><td>5.13</td><td>Tender offers will only be accepted if:
1. the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer has not:
a. abused the Employer’s Supply Chain Management System; or
b. failed to perform on any previous contract and has been given a written notice to this effect;
3. the tenderer has duly completed and signed the SBD 4, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared non-responsive.
4. the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
5. the tenderer/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.
6. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.</td></tr>
<tr><td>5.14</td><td>The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.</td></tr>
<tr><td>5.17</td><td>Cancellation and re-invitation of tenders
MISA may, prior to the award of the tender, cancel the tender if-
due to changed circumstances, there is no longer a need for the services, works or goods requested; or
(a) funds are no longer available to cover the total envisaged expenditure; or
(b) no acceptable tenders are received; or</td></tr>
</table>

Clause number	Tender Data
	(c) Tender validity period has expired; or (d) Gross irregularities in the tender processes and/or tender documents; or (e) No market related offer received (after attempts of negotiation processes) 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.
	TENDER AWARD A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender). B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts. C. Point scored must be rounded off to the nearest 2 decimal places. *(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.)* D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for specific goals. E. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer. **ADDITIONAL CONDITIONS OF TENDER** The additional conditions of Tender are: **A. Joint Venture** Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents. **B. Costs incurred by Bidder** 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 virtual briefing session in connection therewith. **C. Acceptance of Bid** 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. **D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award** **Should a Tenderer** a) Withdraw his Tender during the period of its validity; or b) Give notice of his inability to execute the Contract or fail to execute the Contract; or c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer;

Clause number	Tender Data
	then the Tenderer shall be liable for and pay to the Employer – i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so; ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received; iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received. 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. Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption. **E. Repudiation of Tender or Invalidation of Contract** 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; a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract; b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company: d) to refrain from Tendering for this Contract; e) as to the amount of the Tender to be submitted by either party; f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid. The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already. **F. South African Jurisdiction** 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. Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.

Clause number	Tender Data
	G. Amendments to Tender by Employer **a) Arithmetical Errors** 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): i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices. **b) Imbalance in Tender Rates** 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. 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.

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Tender no.:**MISA/BWWTW/NC/011/2026/27**

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR BERSIG: REFURBISHMENT OF WASTEWATER TREATMENT WORKS

RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated

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

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

B. Returnable schedules required for tender evaluation purposes

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

1. SBD 1 - Invitation to Bid
2. SBD 4 - Declaration on Interest
3. SBD 6.1 – Preference Points claim form
4. Samples of CSC000 sector coders Sworn Affidavits- A. EMEs and B. QSES (For tenderers with no B-BBEE Certificates)
5. CSD report Annexure
6. Tender's certificates Annexure
7. Resolution for Signatory
8. Certificate of Joint Ventures.
9. Resources: Proof of ECSA registration, CV and Qualification of each resource: **Civil Engineer (Contract Manager), Electrical Engineer and Mechanical Engineer.**
10. Schedule 1: Experience of the tenderer

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

1. Record of Addenda to Tender Documents

2. Proposed Amendments and Qualifications

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

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

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

3. C2.2 Price List

T2.2 RETURNABLE SCHEDULES

1. PART A – INVITATION OF BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*MUNICIPAL INFRASTRUCTURE SUPPORT AGENT*)					
BID NUMBER:	**MISA/BWWTW/NC/011/2026/27**	CLOSING DATE:	**08 September 2026**	CLOSING TIME:	**11:00**
DESCRIPTION:	**APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR BERSIG: REFURBISHMENT OF WASTEWATER TREATMENT WORKS AND PUMP STATION**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
MISA Head office Riverside office Park , 1303 Heuwel avenue, 1st floor Letaba House, Centurion 0046					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms Lumka Batyi**	CONTACT PERSON	**Mr. Rafeek Louw**
TELEPHONE NUMBER	**012 848 5300**	TELEPHONE NUMBER	**012 848 5300**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**tenders@misa.gov.za**	E-MAIL ADDRESS	**tenders@misa.gov.za**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No: MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, COMPLETE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B – TERMS AND CONDITIONS TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE:……

2. SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] 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 bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……..
……..

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of

[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.

administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN

TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON

PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……	..……
Signature	Date
……	……
Position	Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state 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 organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Who are women (51% or more)	**5**	
Who is a youth (18 to 35 years) (51% or more owned)	**5**	
Location of enterprise (Northern Cape Province)	**5**	

B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	**5**	
Total scored points	**20**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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 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, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

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 <u>EXEMPTED MICRO ENTERPRISES</u> (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"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date		

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

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black 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	R3 million	
Supplier	R3 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:_____

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

(ATTACH HERE)

4. VALID CERTIFICATES OF A TENDERER

(ATTACH HERE)

5. 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):

6. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . , authorised signatory of the company . . . . , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

PROJECT TITLE	**APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR BERSIG: REFURBISHMENT OF WASTEWATER TREATMENT WORKS**
TENDER NUMBER	**MISA/BWWTW/NC/011/2026/27**

NAME OF FIRM	**ADDRESS**	**DULY AUTHORISED SIGNATORY**
Lead partner: …… .		Signature. . ……... . . . . . . Name …….... Designation……
…… .		Signature. . ……... . . . . . . Name …….... Designation……
…… .		Signature. . ……... . . . . . . Name …….... Designation……
…… .		Signature. . ……... . . . . . . Name …….... Designation……

7. EVALUATION SCHEDULE 1: EXPERIENCE OF THE TENDERER (100 points)

9.1 Requirements

The experience of the tenderer as a company (as opposed to key staff members) in the planning, design, supervision and overall project management of wastewater, water treatment works, pump stations or similar civil, electrical and mechanical infrastructure in 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.

9.2 Points Scoring [100 POINTS]

Points will be allocated per project as per the table below;

Table : Project points allocation

No	Project Professional Fees Value	Points per Project
a)	R1 000 000 – R1 250 000	**25 points**
b)	R1 250 001 to R1 500 000	**50 points**
c)	R1 500 001 and above	**100 points**

9.3 Means of verification

Signed reference letters with contactable references on the client's letterhead should be included for each project for ease of reference. Only projects with reference letters will be evaluated.

9.4 Listing of Completed Projects

Tenderers are requested to list a maximum of four (4) projects including contactable references by completing SCHEDULE OF COMPLETED PROJECTS appended to this schedule on the next page.

SCHEDULE OF COMPLETED PROJECTS

No	Name and Brief Description of the Project	Value in Rands R'000	Date		Employer		
			Started	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
1.							
2.							
3.							
4.							

SCHEDULE OF KEY PERSONNEL

No	Key Personnel	Name and Surname	Qualifications and Proof of Registration with Professional body	Total Number of years of experience after Qualification
1	Civil Engineer/ Contract Manager (valid Professional registration with ECSA is mandatory)		Qualification:	
			Name of Professional Body:	
			Date Registered:	
2	Electrical Engineer (valid Professional registration with ECSA is mandatory)		Qualification:	
			Name of Professional Body:	
			Date Registered:	
3	Mechanical Engineer (valid Professional registration with ECSA is mandatory)		Qualification:	
			Name of Professional Body:	
			Date Registered:	

Means of Verification: Bidders are requested to attach brief CV's, Proof of Qualification for all the staff referred to above table and Proof of Professional Registration applicable.

MISA reserves the right to verify all information presented by the Bidder.
BIDDERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING TO THE COMPLETION OF THE ABOVE TABLE TO ATTACHMENTS. PLEASE ATTACH ONLY INFORMATION REQUESTED BY THE EMPLOYER.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.
It is the bidder's responsibility to have foreign qualifications evaluated by the South African Qualification Authority (SAQA) and to provide proof of such evaluation. Failure to provide proof as mentioned above will result in your qualification not being considered.

MISA reserves the right to verify all information presented by the tenderer.

TENDERERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION THEREOF TO AN ATTACHMENTS. PLEASE ATTACH ONLY INFROMATION REQUESTED IN THIS TENDER.

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

Signed _____ Date _____

Name: _____ Capacity: _____

Name of the Firm: _____

MISA reserves the right to verify all information presented by the tenderer.
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name: _____ Capacity: _____

Name of the Firm: _____

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

1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

2 PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed ---------- Date ----------

Name ---------- Position ----------

Tenderer ----------

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Tender no.:**MISA/BWWTW/NC/011/2026/27**

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR BERSIG: REFURBISHMENT OF WASTEWATER TREATMENT WORKS

The Contract

Reference no.:

Based on

NEC 3: Engineering and Construction Contract (Professional Service Providers: Option A)

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of offer and acceptance

C1.2 Contract data

FORM OF OFFER AND ACCEPTANCE

OFFER

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

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

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

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

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

_____

_____**) (in word)**

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

Signature	Date:
.....	.....
Name	
.....	.....
Capacity	
.....	.....
For the tenderer:	
.....	
(Insert name and address of organisation)	
.....	.....

Name & signature of witness	.....	Date	.....

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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

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

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

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

Signature _____ Date: _____

Name(s)	Ms Mapatane Kgomo
Capacity	Chief Executive Officer
For the Employer	Municipal Infrastructure Support Agent

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

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

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

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Tender no.:**MISA/BWWTW/NC/011/2026/27**

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR BERSIG: REFURBISHMENT OF WASTEWATER TREATMENT WORKS

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, copies of which may be obtained from Engineering Contract Strategies (+27) 011 803 3008

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

Part one - Data provided by the *Employer*

1 General

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

A: Priced contract with Activity Schedule

Dispute resolution Option

W1: Dispute resolution procedure

And secondary Option

X2: Changes in Law

X10: Employer's Agent

Z: Additional conditions of contract

of the NEC 3

10.1 *The Employer is*

Municipal Infrastructure Support Agent

Physical Address: Letaba House, Riverside Office Park

		1303 Heuwel Avenue, Centurion, Pretoria 0046
	Postal Address:	Private Bag X105, Centurion 0046
	Telephone:	012 848 5300
10.1	*The Project Manager is:* ***Mr. Rafeek Louw***	
11.2 (1)	The Accepted Programme is the programme identified in the Contract Data or the latest accepted by the Project Manager. The latest accepted programme supersedes previously accepted programmes.	
11.2 (13)	The works are APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR BERSIG: REFURBISHMENT OF WASTEWATER TREATMENT WORKS	
11.2(7)	The *Scope* is as given in section C3: Scope of works	
11.2 (14)	The following matters will be included in the Risk Register. *None*	
12.2	The *law of the contract* is the law of the Republic of South Africa	
13.1	The *language of this contract* is English	
13.3	The *period of reply* is 5 days	
2	**The Parties' main responsibility**	
22.1	If the Service provider subcontracts work, it should not be more than 25% of the total value of the contract.	
3	**Time**	
30.1	The *starting date* is **14 days** after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties.	
33.1	The *access* date is 14 days after the issuance of the appointment letter.	
30.2	The *completion date* for the whole of the *services* is **Four (4) months** after the issue of appointment letter.	
11.2(2)	The *completion date* for the whole of the *services* is upon issue of the final completion certificate.	
31.1	The *Service Provider* is to submit a first programme for acceptance within 2 weeks of the Contract Date	
32.2	The Consultant submits revised programmes at intervals no longer than 4 weeks.	
5	**Payment**	
50.1	The *assessment interval* is monthly on or before the **20th** day of each successive month.	

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

Item	Amount
• printing or reproduction of documents issued to the *Employer* or, where instructed by the *Employer*, to Others, other than general correspondence and minor reports • covers and binding of documents issued to the *Employer* or, where instructed by the *Employer*, to Others other than general correspondence and minor reports • maps, models and presentation materials required by the *Employer*	market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers
• **Accommodation** where the services necessitates that staff identified in Part 2 of the Contract Data to be accommodated in Nama Khoi Local Municipality as identified by the *Employer* to perform the services authorised by the *Employer*	Cost to be included in fees.
• **Vehicle travel** : Travel will be paid for authorized trips within Nama Khoi Local Municipality to perform the services authorised by the Employer (For Staff identified in Part 2 of the Contract Data)	Cost to be included in fees.

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

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

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

6 Compensation events

7 Rights to material

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

8 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.	**R2 million** in respect of each claim, without limit to the number of claims	Until the end of the *defects date*.
Death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract All risk contract works	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 Amount of cover to match contract value	Until the end of the *completion date*.

81.1 The *Employer* provides no insurance cover.

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

9 Termination and dispute resolution

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

10 Data for main Option clause

A Priced contract with activity schedule

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

11 Data for Option W1

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

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

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

12 Data for secondary Option clause(s)

Option X1	**Price adjustment for Inflation**
X1.1	**Contract Price Adjustments/Increases (CPA/CPI)** No CPA or CPI will apply for this contract
X2	**Change in the law**
X2.1	The *law of the project* is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
Option X7	**Delay Damages**
X7.1	The *delay damages* for late completion of each stage 1, 2, 3 and 4 is **R500** per deliverable per calendar day
X10	***Employer's* Agent**
Z	***Additional conditions of contract*** The *additional conditions of contract* are
Z1	**Tax invoices** **The *Service Provider's* invoice.** Delete the first sentence of core clause 50.2 and replace with: Invoices submitted by the *Service Provider* to the *Employer* include the details stated in the *Scope*/ Price Schedule to show how the amount due has been assessed, and the details required by the *Employer* for a valid tax invoice. Delete the first sentence of core clause 51.1 and replace by: The Employer makes each payment within **thirty** days from the date of receipt (exclusive) of the *Service Provider*'s invoice showing the details, which this contract requires or if a different period is stated in the Contract Data, within the period stated.
Z2	**Selection and appointment of the *Adjudicator*** Add the following paragraph to clause W.1.2(1) Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution

	of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.
Z3	**Acts or omissions by mandatories** In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Consultant* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Consultant* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Consultant* contemplated in section 37(2).

Part two - Data provided by the *Consultant*

10.1 *The Consultant is*

Name: _____

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

22.1 The *Consultant's* key persons are:

1 Name: _____

Position in the Project Team: _____

Responsibilities:

_____

Qualifications:

_____

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

Table 1: List of Key Personnel

No	Role	Name and Surname	Qualification and date attained	Professional Registration and date registered	Reg. Number	Total Number of Experience
1	Civil Engineer (Contracts Manager)					
2	Electrical Engineer					
3	Mechanical Engineer					
Additional Personnel						
No	**Role**	**Name and Surname**	**Qualification and date attained**	**Professional Registration and date registered**	**Reg. Number**	**Total Number of Experience**
1						
2						
3						
4						

PRICING DATA

C2.1 PRE-AMBLE OF THE PRICING SCHEDULE

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The basic professional fees for services rendered in accordance with the Scope of Work will be calculated based on the Government Gazette of 16 May 2025 of the Guideline Scope of Services and Professional Fees as published by the Engineering Council of SA (ECSA) in terms of Section 34 of the Engineering Professions Act of 2000. The detailed breakdown of the basic professional fees shall be shown in **Annexure A: Breakdown of Professional Fee Offer** appended at the end of this Terms of Reference.
2. The construction estimates on which the basic fee may be based on are as follows**.**

The estimated construction cost for the proposed Phase 2 refurbishment of the Bersig WWTW including V.A.T, incl. Contingencies.	
Estimated construction cost of electrical engineering works	R 2 000 000,00
Estimated construction of mechanical engineering works	R 1 200 000,00
Estimated construction of civil engineering works	R 300 000,00
Total estimated construction cost of the works	**R 3 500 000,00**
Estimated construction duration	4 Months

N.B: Construction refers also to repair, refurbishment and or installation of new components

3. The rates, sums, percentage fees and prices in the Activity Schedule (Main Pricing Schedule) are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work

described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The fee shall also include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.

4. Adjustment of fees;

4.1 Estimated fees based on the estimated cost to complete will be adjusted once the stage (Design Development) estimate is approved through internal and/or external governance processes. No works for stage 4 (Documentation and Procurement) will commence until the employer's agent confirms all applicable governance processes have been successfully concluded.

4.2 The employer reserves its rights to adjust fees if a change request which affects the project value is approved. Approvals are to be obtained through internal and/or external governance processes. No adjustment will take effect until all applicable governance processes have been confirmed successfully concluded by the employer's agent.

4.3 The employer reserves its right to adjust fees based on the Estimated Cost to Completion to justify the recovery of fees from the consultant if the consultant is overpaid. Approvals are to be obtained through internal and/or external governance processes. No adjustment will take effect until all applicable governance processes have been confirmed successfully concluded by the employer's agent.

4.4 The final fees calculation will be determined upon the successful completion of the project stage 6 (Close-Out).

NO adjustment of fees during claiming process will be accepted if the necessary approvals have not been received.

5. Partial payment of fees

5.1 The consultants can only claim for stage 1, 2, 3, 4 and 6 upon completion of each stage. Completion of a stage includes acceptance and approval of reports (deliverable) through the necessary governance processes. Stage will not be completed until the employer's agent confirms all applicable governance processes have been successfully concluded.

5.2 If there is no confirmation/feedback from the employer's agent within 30 days of the submission of the report, then the consultant shall be entitled to claim 80% of the fees for the stage due for completion.

6. Disbursement Costs

6.1 Only project related costs listed below and presented to MISA will be compensated by MISA at cost;
- Duplicating Contracts (Tenders) and plotting of drawings,
- Miscellaneous cost (permits, induction, etc.)

6.2 Any disbursement costs related to travelling to and from the approved consultant's local office and Municipal project site for the purpose of the project(s) is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned above and below (including under note 6.5) may be brought to the attention of the MISA project representative for approval and agreement on the recoverable amount, prior to incurring such cost.

6.3 All rates are exclusive of VAT

6.4 Cellular calls and Travelling during Construction will be deemed included in the fee offer.

6.5 No payment for disbursement will be made for the following as they are deemed included in the professional fees offer:
- Travelling (except for on-site travelling) and accommodation,
- Typing of correspondence, payment certificates, variation orders, progress reports or financial reports

- Telephone calls
- Cellular calls
- Computer costs
- Telefaxes (outgoing or incoming)
- Email (sent or received)

6.6 Disbursements will be paid at cost. The onus sits with the consultant to provide proof and Approval.

7. The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Price Schedule.

8. The Price Schedule as completed by the Tenderer shall be inclusive prices and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, escalation, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.

9. Costs for all methods of communication are included in the fee and/or rates.

10. Special printing requirements are included in the fee and/or rates.

11. Provision of standard computer hardware and software are included in the fee and/or rates.

12. Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates.

13. Variations in the Scope and extent of the Services shall be allowed to meet the Employer's requirements and shall be measured and priced at the rates entered in the Price Schedule where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Price. Any items or variations for which rates have not been included in the Price Schedule shall be agreed and priced as non-scheduled items.

14. All quantities are provisional and shall be expended as directed by the Employer's Agent and any balance remaining shall be deducted from the amount of the contract sum.

15. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.

C2.2 THE ACTIVITY SCHEDULE

A tenderer must quote all of the items of the Activity schedule. An offer on the basic fee can be made in reference to the Scope of Work and the estimated value of the physical works as provided for in Section C2.1 and Section 3.1.5 of Part C3: Scope of Work.

MAIN PRICED SCHEDULE

Items under this section (for each stage) are to be carried over from the Annexure A: Sub Priced Schedules for the Breakdown of Professional Fees (Civil, Electrical and Mechanical Categories of Engineering Works envisaged on the project)

No	Description	Unit	Quantity	Rate	Amount per Stage (R.)
1	Project Initiation and Inception	Sum	1		
2	Concept and Viability (or Preliminary Design)	Sum	1		
3	Design Development (or Detailed Design)	Sum	1		
4	Documentation and Procurement	Sum	1		
5	Contract Administration and Inspection	Sum	1		
6	Close-Out	Sum	1		
Sub-Total 1					
7. Disbursements					
7.1 Topographical Surveys		Prov. Sum	1	R10 000,00	R10 000.00

No	Description	Unit	Quantity	Rate	Amount per Stage (R.)
7.2 Geotechnical Surveys		Prov. Sum	1	R 10 000,00	R10 000.00
7.3 WULA		Prov. Sum	1	R 20 000,00	R 20 000.00
8. **Reimbursements**					
8.1 Subsistence and Travel		Prov. Sum	1	R 0	R 0
8.2 Printing, copying, and other project documentation costs		Prov. Sum	1	R 0	R 0
8.3 Site Supervision (State Level: *Level 2*)		Prov. Sum	1	R 80 000,00	R 80 000,00
8.4 OHS & Environmental Compliance services		Prov. Sum	1	R 30 000,00	R50 000,00
8.5 Secondment of MISA Young Graduates		Prov. Sum	1	R0	R0
Sub-Total 2					
Add 15% V.A.T					
TENDER PRICE CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE					

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. MISA/ MISA/BWWTW/NC/011/2026/27: APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR BERSIG: REFURBISHMENT OF WASTEWATER TREATMENT WORKS has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

Signed: ……Date: ……

Name: ……Position: ……

Enterprise name: ……..

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Reference no.: **MISA/BWWTW/NC/011/2026/27**

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR BERSIG: REFURBISHMENT OF WASTEWATER TREATMENT WORKS

PART C3: SCOPE OF WORK

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PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS AND SERVICES

3.1.1 Employer's Objectives

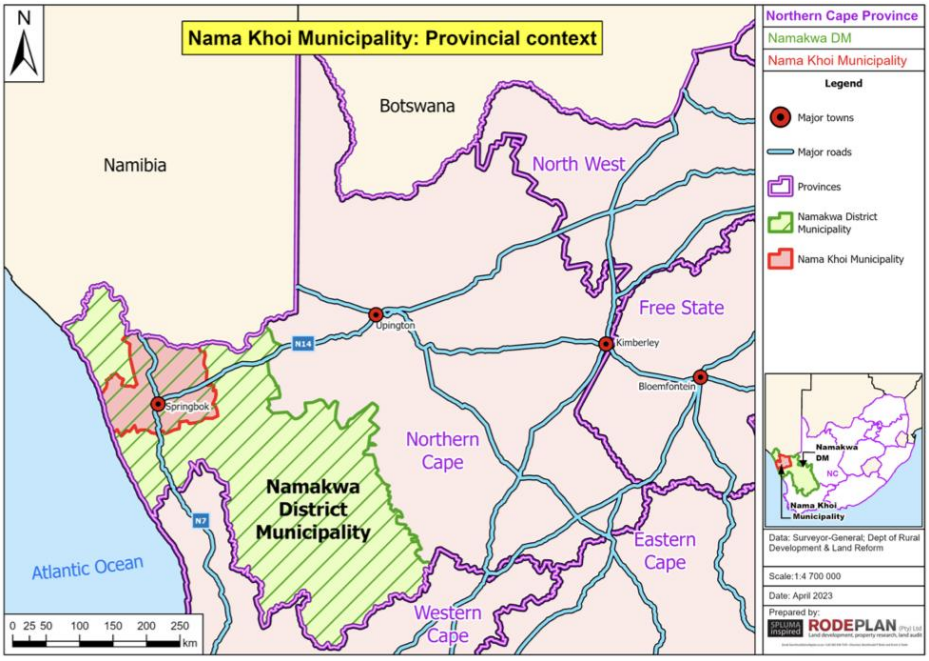
MISA's objective is to appoint a Professional Service Provider with relevant experience and competence to provide professional services for the refurbishment of the BERSIG Wastewater Treatment Works in order to restore the facility's functionality. The Professional Service Provider is expected to provide planning, site investigation, assessment of project information, design, tender documentation, contract administration and site supervision services on the project.

3.1.2 Background

The Nama Khoi Local Municipality is a Category B municipality within the Namakwa District and is situated on the north-western side of the Northern Cape Province. Nama and Khoisan people occupied this area for hundreds of years. Mining used to form the backbone of the economy, with tourism being seen as the new frontier for economic development. Springbok is the most densely populated area, is close to the N7, and functions as the sub-regional centre for administrative, commercial and higher-order social facilities. This region is known as the land of the Nama people, the domain of the indigenous Khoi San. 'Salt of the earth' is a phrase many uses when referring to the inhabitants of this geographic space.

The land extent of the Nama Khoi municipal area is about 14 921 km² and includes the urban areas of Springbok, Steinkopf, Vioolsdrif, Kleinzee, Concordia, Nababeep, O'kiep, Rooiwinkel, Kommaggas, Buffelsrivier, Bulletrap, Goodhouse and Carolusberg, as well as rural farmland. Springbok is the administrative centre of the Nama Khoi Municipality as well as the Namakwa District Municipality.

The municipal area has an international boundary with Namibia to the north, the Richtersveld Municipality and the Atlantic Ocean is bordering on the western side, the Khai-Ma Municipality is adjacent to the east and the Kamiesberg Municipality to the south (see figure below).



The project aims to restore functionality of the Bersig WWTW to arrest the current discharge of non-compliant wastewater effluent from the facility. The facility has suffered severe vandalism and theft of electro-mechanical components which has basically brought the facility to complete non-functionality. The treatment works on Oxidation Pond system (activated sludge process) and the capacity of the facility is about 1.0 Ml/d.

3.1.3 Location of the proposed project

The figure below shows the location of the project site area.

3.1.4 Overview of the Works

The works on the project consist of the refurbishment of the Bersig Wastewater Treatment Works to ensure the facility's treatment components are brought back to functionality using a phased approach due to funding.

The current phase (Phase 2) has a budget of R10,000,000 inclusive of VAT and Contingencies, subject to Phase 1 rollover approval. If unsuccessful, phase 1 will have to be deducted from the current allocation decreasing phase 2 to a total budget of R 5 643 422.25 inclusive of VAT, Contingencies and fees. The construction of the works (Phase 2) is envisaged to be complete by **30 March 2027**.

3.1.5 Extent of the physical works

The scope of work is further detailed below to clarify items to be addressed on the project.

- Investigate possibility of removing the aerators from the Bersig Oxidation Pond system with various options. Present business case to DWS for approval.
- Design and construction of Desludging and drying beds
- Redesign of Oxidation Pond system and inlet works
- Redesign of all the electrical cables and associated components,
- Redesign electro-mechanical components at the inlet works, pumps, mixers, aerators, chemical dosing pumps and associated fittings and pipes
- Redesign of pipework and flow correction at the stabilization ponds

The approximate estimated cost of works for the project (Provided only for the purpose of determining the basic fee) is as follows;

No	Engineering Discipline	Approximate Cost estimate (Excl VAT, Incl. Contingencies)
1	Estimated construction cost of electrical engineering works	R 1 739 130.43
2	Estimated construction of mechanical engineering works	R 1 043 478.26
3	Estimated construction of civil engineering works	R 260 869.57
	Total estimated construction cost of the works Including contingency	**R 3 043 478.26**
Estimated construction period		**4 Months**

The final basic fee calculated will be subject to adjustment based on the actual cost of the works after actual construction.

3.1.6 Scope of Professional Services

The professional services, as envisaged will cover the following, without limiting the services provider, in delivering the expected quality outcomes:

3.1.6 1 Normal Services

1) **Stage 1 - Inception**

Refine Employer requirements and preferences, assess user needs and options, appointment of necessary sub-consultants (with consent of the Employer), finalise the project brief including project objectives, priorities, constraints, assumptions, aspirations and strategies.

- Review the Project Technical Report and finalise a clear project brief.
- Attend project initiation meetings fortnightly (or as recorded in the client/consultant agreement)
- Advise on procurement policy for the project
- Advise on the rights, constraints, consents and approvals,
- Finalise the scope of services and scope of work required
- Conclude the terms of the agreement with the client.
- 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.
- Determine the availability of data, drawings and plans relating to the project,
- Advise on criteria that could influence the project life cycle cost significantly,
- Provide necessary information within the agreed scope of the project to other consultants involved.

Stage 1 – Deliverables

- agreed scope of services and scope of work
- signed agreement
- report on project, site and functional requirements
- schedule of required surveys, tests, analyses, site and other investigations
- schedule of consents and approvals and related timeframes.

2) Stage 2 - Concept and Viability (or Preliminary Design)

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.

- Agree the documentation programme with the Employer and other consultants involved.
- Attend design and consultants' meetings fortnightly (or as recorded in the client/consultant agreement).
- Establish the concept design criteria.
- Prepare initial concept design and related documentation
- Advise the client regarding further surveys, analyses, tests and investigations that may be required,
- Establish regulatory authorities' requirements and incorporate into the design,
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents,
- Establish access, utilities, services and connections required for the design,
- Coordinate design interfaces with other consultants involved,
- Prepare process designs (where required), concept designs, and related documentation, which are suitable for costing, for approval by authorities and Employer.
- Liaise, co-operate and provide necessary information to the Employer, principal consultant, principal agent and other consultants involved.
- Provide cost estimates and life cycle costs, as required.

Stage 2 – Deliverables

- concept or preliminary design for refurbishment, repair and or replacement works
- schedule of required surveys, tests and other investigations and related reports
- process design, if applicable
- cost estimates

3) Stage 3 – Design Development (or Detailed Design)

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

- Review documentation programme with client, principal agent or principal consultant, and other consultants involved.
- Attend design and consultants' meetings fortnightly (or as recorded in the client/consultant agreement).
- Incorporate client's and authorities' detailed requirements into the design,
- Incorporate other consultants' designs and requirements into the design
- Prepare design development drawings including draft technical details and specifications.
- Carry out design and value (cost) engineering reviews and evaluate design and outline specification for quality and cost control,
- Liaise, co-operate and provide necessary information to the client, principal agent or principal consultant and other consultants involved
- Submit the necessary design documentation to local and other authorities for approval.
- Prepare detailed estimates of construction cost.

Stage 3 – Deliverables

- design development drawings
- outline technical specifications
- local and other authority submission drawings and reports
- detailed estimates of construction costs.

4) Stage 4 – Documentation and Procurement

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.

- Attend design and consultants' meetings fortnightly (or as recorded in the client/consultant agreement).
- Prepare specifications and preambles for the works.
- Accommodate services design
- Undertake value (cost) engineering reviews, review and adjust design, drawings, schedules and documents, if necessary, to remain within budget.
- Liaise, co-operate and provide necessary information to the client, principal agent, principal consultant and the other consultants as required.
- Assess samples and products for compliance with design intent.
- Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.
- Review and adjust cost estimates to align with approved budget.

- Formulate the procurement strategy for contractors or assist the principal agent or principal consultant where relevant.
- Prepare documentation for contractor procurement.
- Review designs, drawings and schedules for compliance with approved budget.
- Call for tenders and/or negotiation of prices and/or assist the principal agent or principal consultant or quantity surveyor where relevant.
- Prepare tender assessment report.
- Prepare contract documentation for signature.

Stage 4 – Deliverables

- Specifications
- services co-ordination
- working drawings
- budget construction cost,
- tender documentation,
- tender assessment report,
- priced contract documentation,

5) Stage 5 – Contract Administration and Inspection

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

- Facilitate and attend site handover, as applicable
- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing, and specifications of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Facilitate and attend site, technical and progress meetings fortnightly (or as recorded in the client/consultant agreement).
- Inspect the works for conformity to contract documentation and as agreed with the client. If the Level of Construction Monitoring is not defined in the Agreement, Level 1 will apply with an average frequency of one visit to site every two weeks for the duration of the works.
- Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing.
- Assist in the resolution of contractual claims by the contractor.
- Clarify details and descriptions during construction as required.
- Witness and review all tests and mock-ups carried out on site.
- Check and approve contractor drawings for compliance with contract documents
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion certificates and defects lists as appropriate.

- Arrange for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, record drawings and operating manuals.
- Prepare schedules of predicted cash flow.
- Prepare pro-active cost estimates for proposed variations for client decision-making.
- Adjudicate and resolve financial claims by contractors.
- Establish and maintain a financial control system.
- Prepare valuations for payment certificates to be issued by the principal agent.

Stage 5 – Deliverables

- schedules of predicted cash flow
- construction documentation
- drawing register
- cost estimates for proposed variations
- contract instructions
- financial control reports
- valuations for payment certificates,
- progressive and draft final accounts,
- practical completion certificates and defects lists
- all statutory certification and certificates of compliance as required by the local and other statutory authorities and as relevant

6) Stage 6 – Close-Out

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

- Inspect and verify the rectification of defects.
- Compile and/or procure operations and maintenance manuals, guarantees and warranties.
- Compile and/or procure Record and/or As-built drawings and documentation,
- Issue all final completion certificates in accordance with the applicable contract.
- Receive, comment and approve relevant payment valuations
- Conclude the final accounts where relevant.

Stage 6 – Deliverables

- valuations for payment certificates,
- works and final completion lists
- operation and maintenance manuals, guarantees and warranties as relevant.
- Record and/or As-built drawings and documentation
- final accounts,

3.1.7 Additional Services

The Additional services are as outlined below;

1) Enquiries not directly concerned with the works and its subsequent utilisation.
2) Negotiating and arranging for the provision or diversion of services and or infrastructure not forming part of the works,

3) Topographical, geotechnical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the Employer,
4) Application for Water Use Licences (WULA) (If applicable),
5) Application for Environmental Authorisation (If applicable)
6) Appointment of a Construction Health and Safety Agent to represent the Employer on matters of health and safety related to construction of the works in terms of the OHS Act 85 of 1993 Construction Regulations,

Additional Deliverables

- Topographical surveys reports and relevant layouts
- Geotechnical Reports and relevant layouts
- Water Use License and Progress Reports (If applicable)
- Environmental Authorisations (If applicable)
- Construction Health and Safety Audit Reports
- Ad-hoc project reports

3.1.8 Legislative Requirements

The PSP must conduct due diligence and will be responsible to obtain all the required authorizations from the relevant authorities, including, but not limited to;

- General Authorization (Nama Khoi Local Municipality)
- Environmental Impact Assessment (if required)
- Any 'wayleaves' required (Local Municipality, SANRAL, etc.)
- Compliance with the OHS Act regulations (Rates to include for risk assessment specific to field assessments on existing infrastructure components.)

Furthermore, the PSP shall comply will all legislation as prescribed by the Department of Labour, Occupational Health and Safety Act and Department of Environmental Affairs.

C3.2 GENERAL REQUIREMENTS

3.2.1 Management requirements

a) The PSP will work strictly under the management of a Project Management Team (PMT) led by the MISA Provincial Manager for the Northern Cape Province. All other project administrative related issues will be managed by MISA and payment certificates will be submitted to the MISA National office in Pretoria through the MISA Provincial Manager for the Northern Cape, after approval of completed works.

b) The PSP shall in providing the professional services observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

3.2.2 Specialist Services requirements

The Subcontractor appointed by the PSP to provide specialist study services shall:

a) Observe in the provision of the services all relevant statutes, by-laws and associated regulations, the standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations; and

3.2.3 Secondment of MISA Young Graduates

MISA graduate trainees will be seconded within the appointed consultant engineering offices with the purpose of gaining experience contributing to their professional registration will not be applicable to this project.

C3.3 MANAGEMENT

3.3.1 General

The PSP shall:

a) Provide a monthly progress report covering the Scope or Works.

b) Be required to participate in regular progress meetings with the client and other stakeholders.

c) Be required to organise all relevant stakeholder meetings/ engagements/ workshops for purposes of achieving the expected project deliverables

3.3.2 Health and safety

The Contractor shall manage health and safety in accordance with the latest edition of the Occupational Health and Safety Regulations.

3.3.3 Programme

The PSP shall develop a programme for the project for approval by the Project Manager according to the requirements of the form of contract stated in the Contract Data.

3.3.5 Reporting

The PSP shall prepare reports as per Clause 3.3.1 and report on support provided to MISA Young Graduate seconded through the project.

3.3.6 Communications

All communications with the Employer which are made in terms of the contract should be made using the standard templates provided by MISA.

3.3.7 Invoices

Invoices submitted shall be a Tax invoices. The invoice shall comply with requirements, if any, established by the Employer.

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Tender no.:**MISA/RWTW/FS/004/2025/26**

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR BERSIG: REFURBISHMENT OF WASTEWATER TREATMENT WORKS

PART C4: SITE INFORMATION

C4.1 Locality Plan

The locality map of the project site is as shown below;

C.4.2 State of the treatment works

The existing Wastewater Treatment Works is located West of the residential area of Bersig, Springbok. The WWTW is supplied through gravity feed from the residential area of Bersig with parts of the town using septic tanks. The WWTW is non-functional.

ANNEXURE A: SUB PRICED SCHEDULES FOR THE BREAKDOWN OF PROFESSIONAL FEE OFFER

Table A1: Cost Breakdown details for Professional Fee Offer

Item No	Discipline of Category of Engineering Work	Estimated Cost of Physical Works (Excl. VAT)	Primary Fee Offer	% Secondary Fee Offer	Secondary Fee Offer	Total Fee Offer per category
1.0	Civil Engineering Refurbishment Works					
2.0	Electrical Engineering Works					
3.0	Mechanical Engineering Works					
	Sub-Total 1					
4	**Disbursements**					
4.1	Topographical Surveys (Prov. Sum)					R50 000,00
4.2	Geotechnical Surveys (Prov. Sum)					R20 000,00
4.3	WULA (Prov. Sum)					R 100 000,00
	Sub-Total 2					**R170 000,00**
5	**Reimbursements**					
5.1	Subsistence and Travel					R 0
5.2	Printing, copying, plotting etc					R30 000,00
5.3	Site Supervision (State Level: *Level 2*)					R170 000,00
5.4	OHS & enviro compliance services					R150 000,00
	Sub-Total 3					**R350 000,00**
	Total (1 + 2 + 3)					
	V.A.T at 15%					
	GRAND TOTAL FEE					

Table A2: Basic Fee Cost Breakdown per Service Stage

Item No	Discipline of Category of Engineering Work	Stage No.	Services Stage Description	Basic Fee per stage (Excl V.A.T)	% of Basic Fee
1.1	Civil Engineering Works				
		1	Project Initiation and Inception		5%
		2	Concept and Viability (or Preliminary Design)		25%
		3	Design Development (or Detailed Design)		25%
		4	Documentation and Procurement		25%
		5	Contract Administration and Inspection		15%
		6	Close-Out		5%
	Total for Civil Engineering Works				
2	Electrical Engineering Works				
		1	Project Initiation and Inception		5%
		2	Concept and Viability (or Preliminary Design)		15%
		3	Design Development (or Detailed Design)		20%
		4	Documentation and Procurement		20%
		5	Contract Administration and Inspection		35%
		6	Close-Out		5%
	Total for Electrical Engineering and Works				
3	Mechanical Engineering Works				
		1	Project Initiation and Inception		5%
		2	Concept and Viability (or Preliminary Design)		15%
		3	Design Development (or Detailed Design)		20%
		4	Documentation and Procurement		20%
		5	Contract Administration and Inspection		35%
		6	Close-Out		5%
	Total for Mechanical Engineering and Works				
	GRAND TOTAL FEE				