Municipal Infrastructure Support Agent (MISA)

REPUBLIC OF SOUTH AFRICA

TENDER NO: MISA/WSMP/BWL/WC/047/2025/26

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR UPDATING THE WATER AND SEWER MASTERPLANS FOR BEAUFORT WEST LOCAL MUNICIPALITY

PROCUREMENT DOCUMENT

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

MARCH 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 May 2023

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

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

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

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

Contract Documents

1. Form of offer and acceptance
2. Contract data
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5. Conditions of Contract: NEC 3
6. Pricing Data
7. Works Information
8. Site Information

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MISA/WSMP/BWL/WC/047/2025/26

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR UPDATING THE WATER AND SEWER MASTERPLANS FOR BEAUFORT WEST LOCAL MUNICIPALITY

T1 TENDERING PROCEDURE

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) is hereby, inviting suitably qualified service providers to tender for the appointment of a professional service provider/s for Updating of Water and Sewer Masterplans for Beaufort West Local Municipality.

The project details are hereunder,

TENDER NO.	PROJECT NAME	NON-COMPULSORY BRIEFING SESSION PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/WSMP/BWL/WC/047/2025/26	**APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR UPDATING THE WATER AND SEWER MASTERPLANS FOR BEAUFORT WEST LOCAL MUNICIPALITY**	**A Non-Compulsory Briefing session will be held virtually on Teams Meeting.** Date:17 March 2026 at Time: 13:00 pm **Microsoft Teams meeting** **Join:** https://teams.microsoft.com/meet/34004436115571?p=RnQUvBdoNdSmLFcsNB Meeting ID: 340 044 361 155 71 Passcode: 2gc9XH9o	**Date: 30 March 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 Non-compulsory virtual tender briefing session will be held online on MS Teams and on the date and time shown above unless otherwise amended later. Representative(s) from MISA will brief prospective Tenderers online to provide details of the Contract.

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

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

Bidders must note that by submitting bid proposal you give MISA permission to process or access bidders, members and its directors 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 preferential procurement framework Act 5 of 2000 and on functionality as prescribed in the Preferential Procurement Regulation 2022.

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

Issued by:

Municipal Infrastructure Support Agent

1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 484 5300

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MISA/WSMP/BWL/WC/047/2025/26

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR UPDATING THE WATER AND SEWER MASTERPLANS FOR BEAUFORT WEST LOCAL MUNICIPALITY

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)**, a Government Component within the 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 of the documents listed on the contents page
3.4	The Employer's agent is: **Name**: **Ms Mapatane Kgomo** **Address/ Contact**: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046

CLAUSE NUMBER	TENDER DATA
	Telephone: 012 848 5300 **Email**: tenders@misa.gov.za
3.4	The language for all communications is English
4.1	**ONLY** those tenderers who satisfy the following **criteria** and who provide the required evidence in its tender submission are **eligible** to submit tenders and have its tenders evaluated: 1. In case of a Joint Venture/Consortium submission, 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 in place that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners. 3. In case of subsidiary arrangement, there must be a proof that the subsidiary is part of the Holdings Company. Letter by the Holdings Company should be attached. 4. The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than **R 1 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. 5. Only those Tenderers who have a **Project Leader** in their permanent employ registered as a **Professional Engineer (Pr Eng)** or **Professional Engineering Technologist (Pr Tech Eng)** in terms of the Engineering Professions Act, 2000 (Act No 46 of 2000)
4.7	The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender (ref: T1.1).
4.12	No alternative tender offer will be considered.
4.13.5	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 Municipal Infrastructure Support Agent

CLAUSE NUMBER	TENDER DATA
	Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 **Telephone**: 012 848 5300
4.13.1	Tender offer shall be submitted as **an original**, plus **one Flash Drive copy of original completed tender document (scanned).**
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 offers is as stated in the Tender Notice and Invitation to Tender (ref: T1.1).
4.16	The tender offer validity period is **120 days**, exclusive of closing date but inclusive of the 120th day.
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.
5.11.5	In Stage 2, the financial offer is scored using the formula in SBD 6.1. Up to 20 tender evaluation points will be awarded for **Specific Goals** to Tenderers who complete the preferencing schedule (SBD 6.1) and who are found to be eligible for the preferences claimed.
5.11.9	All compliant proposals shall be evaluated for Quality on a scale of 100. The minimum qualifying points are **70** to be considered for further evaluation for selection. The quality criteria and maximum score in respect of each of the criteria are given hereunder. ***A Tender scoring below 70 <u>points</u> in Quality will be eliminated from further evaluation***

Quality criteria	Evaluation schedule	Maximum number of points
Tenders' relevant experience	Schedule 1	40
Experience of key personnel	Schedule 2	60

CLAUSE NUMBER	TENDER DATA
	Maximum possible score for Quality (N_{Qs}) : **100** **The minimum number of qualifying evaluation points for quality is 70**
5.13	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 is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity 4. the Tenderer is in good standing with SARS according to the Central Supplier Database 5. the Tenderer has completed the Compulsory Declaration 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 6. the Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer
5.17	The number of paper copies of the signed contract to be provided by the Employer is one.
6.0	**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*

CLAUSE NUMBER	TENDER DATA
	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 B-BBEE. E. However, in the event that two or more Tenders have scored equal point including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points for quality. F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.
7.0	**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. Withdrawal of Tender during validity or Failure in signing resulting 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; **then the Tenderer shall be liable for and pay to the Employer –** i. All expenses incurred in calling for fresh Tenders, if it should be deemed necessary by the Employer to do so; ii. The difference between Tenderer'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 tenders or accepting another tender from those already received, as the case may be.

CLAUSE NUMBER	TENDER DATA
	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. **C. 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/executing a Contract; b) has approached an officer or employee of the Employer with the objective 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. g) 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. **D. 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

CLAUSE NUMBER	TENDER DATA
	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.

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MISA/WSMP/BWL/WC/047/2025/26

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR UPDATING THE WATER AND SEWER MASTERPLANS FOR BEAUFORT WEST LOCAL MUNICIPALITY

RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

No	Returnable Document	Completed (√)
1.	**Documentation to demonstrate eligibility to have tenders evaluated**	
1.1	☐ Signed Joint Venture Agreement (if applicable)	
1.2	☐ Company registration document (CIPC) and partnership agreement (if applicable)	
1.3	☐ Letter from Holdings Company in the case of subsidiaries (if applicable)	
1.4	☐ Proof of Professional Indemnity Cover	
1.5	☐ ECSA registration certificate for Project Leader (Pr Eng or Pr Tech Eng)	
	NB: Failure to provide the above will result in the tender being ineligible and eliminated from further evaluation	
2.	**Returnable Schedules required for tender evaluation purposes**	
2.1	☐ Certificate of Authority for Signatory	
2.2	☐ Certificate of Authority for Joint Ventures	
2.3	☐ Proposed Amendments and Qualifications	
2.4	☐ Record of Addenda to Tender Documents	
2.5	☐ Compulsory Declaration	

No	Returnable Document	Completed (√)
2.6	☐ Declaration on Consultancy, Goods and Other Services	
2.7	☐ Evaluation Schedule #1: Tenderer's Past Experience	
2.8	☐ Evaluation Schedule #2: Key Staff Experience	
3.	**Other documents required for tender evaluation purposes**	
3.1	☐ ORIGINAL CERTIFIED copies of **B-BBEE Verification Certificates** issued by a verification agency accredited by the South African National Accreditation System (SANAS) in accordance with Section 7 of Statement 005, Gazette Number 34612 or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, a **Sworn Affidavit** (general) on the relevant form obtained from the DTI website.	
3.2	☐ ORIGINAL CERTIFIED copies of **Identity Documents (IDs)** of all shareholders/ owner(s) / partners of bidding companies must be submitted with the bid document.	
4.	**Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract**	
4.1	☐ SBD 1 (PART A): Invitation to Bid	
4.2	☐ SBD 1 (PART B): Terms and Conditions for Bidding	
4.3	☐ SBD 4: Declaration of Interest	
4.4	☐ SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations	
4.5	☐ Proposed Amendments and Qualifications	
4.6	☐ Record of Addenda to Tender Documents	
5.	**C1.1 Offer portion of Form of Offer and Acceptance**	
6.	**C1.2 Contract Data (Part 2)**	
7.	**C2.2 Pricing Schedules**	

PART A
INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MUNICIPAL INFRASTRUCTURE SUPPORT AGENCY)					
BID NUMBER:	**MISA/WSMP/BWL/WC/047/2025/26**	CLOSING DATE:	30 MARCH 2026	CLOSING TIME:	11:00
DESCRIPTION	**APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR UPDATING THE WATER AND SEWER MASTERPLANS FOR BEAUFORT WEST LOCAL MUNICIPALITY**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

LETABA HOUSE
RIVERSIDE OFFICE PARK
1303 HEUWEL AVENUE
CENTURION
0046

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					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**	
SIGNATURE OF BIDDER	……		**DATE**		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	MISA	CONTACT PERSON	
CONTACT PERSON	MS ELMA DINEO KAU	TELEPHONE NUMBER	
TELEPHONE NUMBER	012 848 5325	FACSIMILE NUMBER	
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	
E-MAIL ADDRESS	tenders@misa.gov.za		

PART B
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 ONLINE**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5. 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 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

……

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……

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

[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.

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

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

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

PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ..……
Signature Date

…… ……
Position Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

b) The 80/20 preference point system will be applicable in this bid. The lowest/ highest acceptable bid will be used to determine the accurate system once bids are received.

1.3 Points for this bid (even in the case of a bid 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 bid 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 bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) **"Ownership** "means the percentage ownership and control, exercised by individuals within and enterprise;

(b) **"bid"** 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 biding process or any other method envisaged in legislation;

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

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

(e) **"bid 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;

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

(g) **Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform and activity in the manner, or within the range, considered normal for a human being.

a) A blind person (in terms of the Blind Persons Act, 1968(Act no 26 of 1968)
b) A deaf person, whose hearing is impaired to such and extent that he/she cannot use it as a primary means of communication,
c) A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another.
d) A person who requires an artificial limb; or
e) A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act NO. 18 of 1973)

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**

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

Where

Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
P_{min} = Price of lowest acceptable bid

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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 bid. For the purposes of this bid the bidder 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 bid:

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 bid documents, stipulate in the case of—

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

(b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid 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 bid and points claimed are indicated per the table below.

Note to bidders: The bidder must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this bid	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 bidder)
Who are women (51% or more)	3	
Who is a youth (18 to 35 years) (51% or more owned)	2	
Location of enterprise (Western Cape province)	10	
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 bid, 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 biding 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 bider 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 BIDER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

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

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

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

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	BEPs (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	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	R10 million	
Supplier	R10 million	

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

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

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

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

Deponent Signature:_____

Date:_____

_____

Commissioner of Oaths
Signature & stamp

Date:_____

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

(ATTACH HERE)

6. VALID CERTIFICATES OF A TENDERER

(ATTACH HERE)

7. RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:
"By resolution of the board of directors passed at a meeting held on _____

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

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

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE:_____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

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

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

8. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

PROJECT TITLE	
SCMU NUMBER	

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

9. EVALUATION SCHEDULE 1: EXPERIENCE OF THE TENDERER (40 points)

The project chosen for referencing should be for work done. Tenderers shall submit reference letters from the employer for the projects successfully completed. The projects should be within previous 10 years period from the date of tender advert.
The scoring of tenderer's experience will be as below:

Letter of completion or reference letter for completed project in the following: **Water and Sewer Masterplans**. This experience must only relate to instance where the tenderer acted as the main/principal consultant. Where service provider acted as a sub-consultant, letter of completion or reference letter can be from the principal consultant supported by the principal consultant's appointment letter and reference letter.

Maximum **40 points**

a)	< 3 projects	=	10 points
b)	4 to 6 Projects	=	20 Points
c)	7 to 9 Projects	=	30 points
d)	10 or more Projects	=	40 points

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

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

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

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

Enterprise name .....

10. EVALUATION SCHEDULE 2: EXPERIENCE OF THE KEY PERSONNEL RESPONSIBLE FOR THE MANAGEMENT OF THE PROJECT AND THE PROJECT TEAM [60 POINTS]

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

12. Duly signed CVs including consent section by nominated key personnel should be submitted along with the submission referring to this schedule, preferably, in no more than 3 pages using font Arial regular 10 points having margins at each side no less than 2,54 cm and line spacing 1,50 for each of the proposed key personnel. CVs be structured as detailed below:

13. Scoring: CVs not duly signed by nominated key personnel will score zero.

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

15. The scoring of the personnel will be as below: **60 points.**

16. (Team Leader = **20**, Other Key Staff = **40**)

Key Position (#1): Project Leader	**Sub-criteria**	**Points**
Qualifications	B Eng / B Sc Eng / B Tech (Civil Eng) = 5 points Pr Eng, Pr Tech Eng = 5 points	**10**
Years Experience (post registration)	< 5 years = 1 points 5 to 10 years = 3 points > 10 years = 5 points	**5**
Field of expertise: (Water and Sewer Masterplans)	< 5 similar projects = 1 point 5 – 10 similar projects = 3 points > 10 similar projects = 5 points	**5**

17.

Key Position (#2): Civil Engineer: Water Services Asset Management	**Sub-criteria**	**Points**
Qualifications	Pr Eng, Pr Tech Eng plus Certified Senior Principal in Asset Management (CSAM) by the South African Asset Management Association (SAAMA)	**5**

Years Experience (post registration)	< 5 years = 1 point 5 to 10 years = 3 points > 10 years = 5 points	**5**

18.

Key Position (#3): Development Planner	**Sub-criteria**	**Points**
Qualifications	Professional Planner (Pr Pln)	**5**
Years Experience (post registration)	< 5 years = 1 point 5 to 10 years = 3 points > 10 years = 5 points	**5**

19.

Key Position (#4): Geo-Information Science (GISc) Practitioner	**Sub-criteria**	**Points**
Qualifications	Professional Geo- Information Science Practitioner (PrGISc)	**5**
Years Experience (post registration)	< 5 years = 1 point 5 to 10 years = 3 points > 10 years = 5 points	**5**

20.

Key Position (#5): Environmental Practitioner	**Sub-criteria**	**Points**
Qualifications	Professional Natural Scientist (Pr Nat Sci)	**5**
Years Experience (post registration)	< 5 years = 1 point 5 to 10 years = 3 points > 10 years = 5 points	**5**

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

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

Enterprise name .....

C. 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.		
9.		
10.		

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

MISA/WSMP/BWL/WC/047/2025/26

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR UPDATING THE WATER AND SEWER MASTERPLANS FOR BEAUFORT WEST LOCAL MUNICIPALITY

The Contract

Reference no.: **MISA/WSMP/BWL/WC/047/2025/26**

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:

.....

Name & signature of witness	..... *(Insert name and address of organisation)*	Date	....

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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

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

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

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

Signature _____ Date: _____

Name(s)	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

MISA/WSMP/BWL/WC/047/2025/26

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR UPDATING THE WATER AND SEWER MASTERPLANS FOR BEAUFORT WEST LOCAL MUNICIPALITY

C1.2 CONTRACT DATA

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

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

Part one - Data provided by the *Employer*	
1	**General**
The conditions of the contract are the core clauses and the clauses for main Options A: Priced contract with activity schedule Dispute resolution Option **W1: Dispute resolution procedure** And secondary Option **X2: Changes in Law** **X10: Employer's Agent** **Z: Additional conditions of contract** of the NEC 3	
10.1	*The Employer is*

	Municipal Infrastructure Support Agent Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal Address: Private Bag X105, Centurion 0046 Telephone: 012 848 5300
11.2(2)	The *Scope* is as given in section C3: Scope of works of tender documents
12.2	The *law of the contract* is the law of the Republic of South Africa
13.1	The *language of this contract* is English
13.3	The *period of reply* is 2 weeks
3	**Time**
30.1	The *starting date* is **14 days** after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties.
11.2(3)	The *completion date* for the whole of the *services* is **12 calendar months** after the start date.
31.1	The *Service Provider* submits a programme with the tender according to the *Scope*, considering the *starting date* and *completion date*, which will be adjusted, if need be, based on the proposed duration in the programme through consultation.

5	**Payment**
50.1	The *assessment interval* is monthly on or before the **20th** day of each successive month.
50.3	The *expenses* stated by the *Employer* are as stated in the Pricing Data
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.
51.5	The *interest rate* is the Prime lending rate of the *Employer's* Bank.
6	**Compensation events** As per standard NEC3 clause 60.1.
7	**Rights to material**

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

80 **Indemnity, insurance and liabilities**

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

Event	Minimum amount of Cover	Period
Liability of the Consultant for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the *services*	Twice the amount of fees payable to the Consultant	Until the end of the *completion date*.
Liability for death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	R10 000 000 for any single claim	Until the end of the *completion date*.
Liability for 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	That which is prescribed by the Compensation of Injuries and Diseases Act No. 130 of 1993 as amended and whatever the Service Provider deems desirable	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**

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)**
X2	**Change in the law**
X2.1	The *law of the project* is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X10	***Employer's* Agent**
X10.1	The *Employer's Agent* is Chief Executive Officer (Or Designated MISA Official) Ms Mapatane Kgomo Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal Address: Private Bag X105, Centurion 0046 Telephone: 012 848 5300
Z	***Additional conditions of contract*** The *additional conditions of contract* are
Z1	**Tax invoices** **The *Service Provider*'s invoice.** Delete the first sentence of core clause 50.2 and replace with: Invoices submitted by the *Service Provider* to the *Employer* include a) the details stated in the *Scope*/ Price Schedule to show how the amount due has been assessed, and b) the details required by the *Employer* for a valid tax invoice. Delete the first sentence of core clause 51.1 and replace with: The Employer makes each payment within **thirty** days from the date of receipt (exclusive) of the *Service Provider*'s invoice showing the details, which this contract requires or if a different period is stated in the Contract Data, within the period stated.
Z2	**Selection and appointment of the *Adjudicator*** Add the following paragraph to clause W.1.2(1) Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying

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

Z3 **Acts or omissions by mandatories**

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

Part two - Data provided by the *Consultant*

10.1 *The Consultant is*

Name: _____

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

22.1 The *Consultant's* key persons are:

1 Name: _____

Position in the Project Team: _____

Responsibilities:

_____

Qualifications:

_____

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

(Please use the table C1.2.1 below referring to this clause for detailing information for all key *Consultant's* key persons as indicated referred to **T2.2 Returnable schedules: Evaluation Schedule 2**

Table 1: List of Key Personnel

No	Role	Name and Surname	Qualification and date attained	Professional Registration and date registered	Reg. Number	Total Number of Experience
1	Civil Engineer: Project Leader					
2	Civil Engineer: Water Services Asset Management					
3	Development Planner					
4	Geo-Information Science (GISc) Practitioner					
5	Environmental Practitioner					
Additional Personnel if Applicable						
No	**Role**	**Name and Surname**	**Qualification and date attained**	**Professional Registration and date registered**	**Reg. Number**	**Total Number of Experience**
1						
2						
3						
4						

PRICING DATA

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

1) The Service Provider is to price all items in the Pricing Schedule. Where no price is included next to an item, it will be considered to be included in other items of the Pricing Schedule.

2) The Pricing Schedule reflects specific fees based on hourly rates for key staff for activities defined under the Scope of Work.

3) The Pricing Schedule also reflects provisional sums for non-specific and indicative time based fees that would include Additional Services that may be required throughout the duration of contract for activities that are additional to the original scope of works.

4) All activities must be invoiced on a monthly basis, submitted on or before the 20th, based on the actual hours spent on the activity or the percentage progress on milestones achieved for the various stages of the project.

5) Payment will be based on the milestones achieved or actual hours spent on the project provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.

6) Service Providers may not substitute a lower category of staff for payment in a higher category.

7) The hourly rates tendered for staff must reflect the appropriate rate for the Key Staff identified in the Returnable Schedule and Key Staff may not be substituted without prior written approval of the Employer.

8) The budget allocated to each activity and the total of prices for the activities shall not be exceeded without the prior written approval of the Employer.

9) Provisional Sums have been allowed for other professional services that may be required on an ad-hoc basis. Actual costs will be based on quotations received.

10) The word “Subcontractor” shall have the same meaning as “sub-consultant” and vice versa.

C2.1.2 NORMAL SERVICES

1) The normal services are required to satisfy the objectives of the Employer and to take the project through to successful completion and handover.

2) The fee for services rendered in accordance with the Scope of Work shall be calculated in accordance with the requirements of the various stages as defined in the Scope of Work.

3) The calculation of fees must be based on the maximum effort required by the Service Provider’s staff to complete the various stages, according to the activities described in the Scope of Work.

4) Travelling, accommodation and subsistence costs are not reimbursed separately, and the cost of these items are deemed to be included in the hourly rates of the various categories of staff and in the lump sum fee tendered.

5) The Service Provider shall include in his price for the transfer of skills and knowledge to the staff of the Municipality for all stages of the project lifecycle. This may include the secondment or temporary placement of the Municipal staff to the office of the Service Provider with the aim of building capacity in all stages of the project.

C2.1.3 ADDITIONAL SERVICES

1) Appointments for additional services are normally made where the scope of work is not clearly defined at the time of appointment of the **Service Provider**.

2) Fees for additional services shall be paid for on a time-and-cost basis based on the rates priced in the Pricing Schedule.

3) Time based fees are all-inclusive fees, including allowances for overhead charges incurred by the Service Provider as part of normal business operations, the cost of management, subsistence and travelling as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.

4) Fees for additional services must be agreed and approved by the Employer prior to commencement of services.

C2.1.4 EXPENSES AND COSTS

1) A Service Provider may recover from the Employer:
   a) All expenses actually incurred by the Service Provider and members of the Service Provider’s staff in rendering their services and provided for in the Pricing Schedule; and
   b) All other costs incurred on behalf of and with approval of the Employer.

2) Recoverable expenses exclude:
   a) Travelling expenses for the conveyance of the Service Provider or a member of the Service Provider’s team by any means.
   b) Travelling time for all time spent in travelling by the Service Provider or members of his team.

c) Accommodation and subsistence expenses incurred by the Service Provider or members of his team.

MISA/WSMP/BWL/WC/047/2025/26

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR UPDATING THE WATER AND SEWER MASTERPLANS FOR BEAUFORT WEST LOCAL MUNICIPALITY

C2.2: PRICING SCHEDULE

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1.0	**STAGE 1: INCEPTION AND INITIATION**				
1A	**BRIEFING**				
1A.1	Team Leader	hr			
1A.2	Design Engineer	hr			
1A.3	Development Planner	hr			
1A.4	Geo-Information Science Practitioner	hr			
1A.5	Environmental Practitioner	hr			
1A.6	**Others** (Defined by Tenderer)				
1A.6.1	……..				
1A.6.2	……..				
1A.6.3	……..				
	SUBTOTAL 1A CARRIED TO SUMMARY				
2.0	**STAGE 2: CONCEPT AND DESIGN**				
2A	**Existing Status Quo Assessment**				
2A.1	Team Leader	hr			
2A.2	Design Engineer	hr			
2A.3	Development Planner	hr			
2A.4	Geo-Information Science Practitioner	hr			
2A.5	Environmental Practitioner	hr			
2A.6	**Others** (Defined by Tenderer)				
2A.6.1	……..				
2A.6.2	……..				
2A.6.3	……..				
	SUBTOTAL 2A CARRIED TO SUMMARY				
2B	**Future Demand Assessment**				
2B.1	Team Leader	hr			
2B.2	Design Engineer	hr			
2B.3	Development Planner	hr			
2B.4	Geo-Information Science Practitioner	hr			
2B.5	Environmental Practitioner	hr			
2B.6	**Others** (Defined by Tenderer)				
2B.6.1	……..				
2B.6.2	……..				
2B.6.3	……..				
	SUBTOTAL 2B CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.0	**STAGE 3: EXECUTION**				
3A	**Institutional Arrangements and Authorizations**				
3A.1	Team Leader	hr			
3A.2	Design Engineer	hr			
3A.3	Development Planner	hr			
3A.4	Geo-Information Science Practitioner	hr			
3A.5	Environmental Practitioner	hr			
3A.6	**Others** (Defined by Tenderer)				
3A.6.1	……..				
3A.6.2	……..				
3A.6.3	……..				
	SUBTOTAL 3A CARRIED TO SUMMARY				
3B	**Project Prioritizations and Cost Estimates**				
3B.1	Team Leader	hr			
3B.2	Design Engineer	hr			
3B.3	Development Planner	hr			
3B.4	Geo-Information Science Practitioner	hr			
3B.5	Environmental Practitioner	hr			
3B.6	**Others** (Defined by Tenderer)				
3B.6.1	……..				
3B.6.2	……..				
3B.6.3	……..				
	SUBTOTAL 3B CARRIED TO SUMMARY				
3C	**Funding and Implementation Arrangements**				
3C.1	Team Leader	hr			
3C.2	Design Engineer	hr			
3C.3	Development Planner	hr			
3C.4	Geo-Information Science Practitioner	hr			
3C.5	Environmental Practitioner	hr			
3C.6	**Others** (Defined by Tenderer)				
3C.6.1	……..				
3C.6.2	……..				
3C.6.3	……..				
	SUBTOTAL 3C CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3D	**Risk Management**				
3D.1	Team Leader	hr			
3D.2	Design Engineer	hr			
3D.3	Development Planner	hr			
3D.4	Geo-Information Science Practitioner	hr			
3D.5	Environmental Practitioner	hr			
3D.6	**Others** (Defined by Tenderer)				
3D.6.1	……..				
3D.6.2	……..				
3D.6.3	……..				
	SUBTOTAL 3D CARRIED TO SUMMARY				
3E	**Water and Sewer Master Plan Report**				
3E.1	Team Leader	hr			
3E.2	Design Engineer	hr			
3E.3	Development Planner	hr			
3E.4	Geo-Information Science Practitioner	hr			
3E.5	Environmental Practitioner	hr			
3E.6	**Others** (Defined by Tenderer)				
3E.6.1	……..				
3E.6.2	……..				
3E.6.3	……..				
	SUBTOTAL 3E CARRIED TO SUMMARY				
4.0	**STAGE 4: CLOSE-OUT**				
4A	**Adoption of the WSMP by Municipal Council**				
4A.1	Team Leader	hr			
4A.2	Design Engineer	hr			
4A.3	Development Planner	hr			
4A.4	Geo-Information Science Practitioner	hr			
4A.5	Environmental Practitioner	hr			
4A.6	**Others** (Defined by Tenderer)				
4A.6.1	……..				
4A.6.2	……..				
4A.6.3	……..				
	SUBTOTAL 4A CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4B	**Project Close-out Report**				
4B.1	Team Leader	hr			
4B.2	Design Engineer	hr			
4B.3	Development Planner	hr			
4B.4	Geo-Information Science Practitioner	hr			
4B.5	Environmental Practitioner	hr			
4B.6	**Others** (Defined by Tenderer)				
4B.6.1	……..				
4B.6.2	……..				
4B.6.3	……..				
	SUBTOTAL 4B CARRIED TO SUMMARY				
5.0	**ADDITIONAL SERVICES**				
	(Only on written instruction by the Employer)				
5.1	Provisional Sum for time-related costs	Prov. Sum	---	---	10 000,00
5.2	Provisional Sum for expenses and costs	Prov. Sum	---	---	10 000,00
	SUBTOTAL 5.0 CARRIED TO SUMMARY				**20 000,00**

SUMMARY OF PRICING SCHEDULE

Stage	Description	Detail (R)	Summary (R)
1.0	**Inception and Initiation**		
1A	Briefing		
2.0	**Concept and Design**		
2A	Status Quo Assessment		
2B	Existing Infrastructure Assessment		
2C	Future Demand Assessment		
3.0	**Execution**		
3A	Institutional arrangements and required authorisations		
3B	Project prioritisation and cost estimates		
3C	Funding and implementation arrangements		
3D	Risk management		
3E	WSMP Report (with maps)		
4.0	**Close-out**		
4A	Adoption of the WSMP by Council		
4B	Project close-out report		
5.0	**Provisional Sums**		20 000,00
6.0	**SUBTOTAL A**		
7.0	ADD: 5% CONTINGENCIES		
8.0	**SUBTOTAL B**		
9.0	ADD: 15% VAT		
10.0	**TOTAL TO FORM OF OFFER (INCLUDING VAT)**		

Signed: …… Date: ……

Name: …… Position: ……

Enterprise name: ……..

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MISA/WSMP/BWL/WC/047/2025/26

APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER FOR UPDATING THE WATER AND SEWER MASTERPLANS FOR BEAUFORT WEST LOCAL MUNICIPALITY

C3: Scope Of Work And Services

Clause	Topic	Details
C3.1	**Employer's objectives**	The Employer's objectives with this project are to support the Beaufort West Local Municipality with the updating of its Water and Sewer Master Plans (WSMP) which are currently outdated.
C3.2	**Background**	Beaufort West Local Municipality is a Category B municipality located within the Central Karoo District in the Western Cape Province. It is bordered by the Northern Cape to the north and west, Prince Albert Local Municipality to the south, and the Eastern Cape to the east. It is the largest municipality of three in the district, making up more than half its geographical area. The total area covered by Beaufort West Municipality is 21 917 km² and include the towns of Murraysburg, Nelspoort and Merweville. Beaufort West Local Municipality is the local government authority and Water Services Authority (WSA) and is responsible for the provision of all services to all the people under its jurisdiction. Beaufort West town is also the administrative centre for the Municipality.
C3.3	**Management / Oversight structures for the project**	The project is managed under the **IPDM Department** of the Employer. The Service Provider will report directly to, consult with, and only take instructions from, the Employer's **Civil Engineer deployed to the Central Karoo District** on all matters relating to the project.
C3.4	**Description of the services**	The Employer requires the services of a reputable professional engineering service provider for the Updating of Water and Sewer Masterplans for Beaufort West Local Municipality in the Western Cape Province. The appointed PSP is expected to support Beaufort West Local Municipality (the Municipality) with the assessment of its long-term water services infrastructure needs in order to meet the current and future needs of the consumers in its area, and to meet Government's infrastructure and service delivery targets. The entire scope of work and services should therefore be undertaken in a spirit of alignment between the Municipality 's Integrated Development Plan (IDP), Spatial Development Framework (SDF), District Growth and

Clause	Topic	Details
		Development Plan, Provincial Growth and Development Strategy and National Development Plan (NDP), whereby the support provided by the PSP provides additional capacity to the Municipality planning processes. The WSMP need to be updated for the towns of Beaufort West, Merweville and Nelspoort which was last updated in 2008. A new WSMP needs to be developed for the town of Murraysburg.
C3.5	**Services requirements**	The below list is not necessarily conclusive of all services required and services may include any activity related to meeting the objectives of the Employer on any particular project. The detailed Scope of Work will be defined in the Briefing Meeting with the Service Provider.
C3.5.1	***General***	The services provided shall satisfy the stated objectives of the Employer. The services to be provided as part of this project includes, but are not limited, to: 1) Water Services Master planning a) Raw and potable water systems including bulk infrastructure such as pipelines, reservoirs, pump stations, water treatment, water conservation and demand management, dams; dam safety, groundwater development and management; water reticulation networks, licensing and legal compliance, etc. b) Sanitation systems including bulk infrastructure such as pipelines (gravity and pumping), pump stations, structures, waste water treatment and re-use, sewer reticulation, licensing and legal compliance, etc. 2) Specialist services and investigations: a) Topographical surveys b) Cadastral land surveys c) Geotechnical investigations d) Geophysical investigations e) Geohydrological investigations f) Environmental Assessment Practitioners and related Specialist Services g) Legal and financial experts required for infrastructure development 3) Financial Administration Services: a) Unless otherwise agreed in writing prior to the commencement of any work, the Service Provider shall provide services related to all financial matters such as calculation of quantities, cost estimates, cost and budget control.
C3.6	**Project Stages**	The stages of services required will be as prescribed in the Scope of Work below. The Service Provider may not proceed from one stage of the project to another, without the prior approval of the Employer.
C3.6.1	***Stages 1: Project Initiation***	The Employer will arrange a Briefing Meeting to discuss the objectives of the project, anticipated programme, scope and budget of the project. The

Clause	Topic	Details
		Project Leader or designated Alternate of the Service Provider must attend the Briefing Meeting. This stage will establish the Employer's requirements and preferences, refine user needs and options, potential appointment of specialist consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies. The activities required include, but is not limited to, the following: (1) Attend project briefing meetings. (2) Assist in developing a clear project brief. (3) Define the services and scope of work required. (4) Define the proposed methodology, initial programme and cost for implementation. (5) Confirm the key staff to be engaged on the project and appropriate lines of communication. (6) Conclude the terms of the agreement with the Employer. (7) Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for the next stage including the availability and location of infrastructure and services. (8) Advise on the rights, constraints, consents and approvals required to implement the project. (9) Determine the availability of data, drawings and plans relating to the project. (10) Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly. (11) Provide necessary information within the agreed scope of the project to other consultants involved. (12) Conduct a risk assessment related to the potential implementation of the project. (13) Define the Key Stakeholders in the project (14) Alignment of municipal planning documents and sector development plans Key deliverables will typically include: ☐ Agreed project brief, scope of services and scope of work ☐ Initial implementation programme ☐ **Inception Report** incorporating the above
C3.6.2	***Stage 2: Concept and Design***	The WSMP must reflect the fundamental and practical realities and information in the municipality with regards to the delivery of water services and its associated infrastructure. Key deliverables for this Stage will typically include: ☐ Concept Design Report capturing the key findings and outcomes of Stage 2A and 2B

Clause	Topic	Details
		Updated implementation programme
C3.6.2.1	***Stage 2A: Existing Status Quo Assessment***	The PSP is expected to undertake the following activities: (1) Acquisition, collation and assessment of information on the existing water and sanitation infrastructure systems including Geographic information, identification and classification of network assets, standards, criteria for design, Investments in the network and refurbishments done, Network models, Present load data, Ecological infrastructure and services, Environmental, Social and Governance criteria (ESG), climate change adaptation and mitigation and gender empowerment (2) Existing Infrastructure Assessment - Obtain all relevant information, as-built drawings, etc. of the water services (water and sanitation) infrastructure network and associated facilities and undertake relevant site visits (3) Production of "As-Built" Data (record drawings and information) for critical bulk water services infrastructure where these exist in hard copy only or where there is none. (4) Identification of the sector plans, programmes, projects and initiatives in all spheres of government that will affect the development and viability of the water and sanitation service infrastructure in the municipality under consideration. (5) Evaluation and analysis of the visions, sector strategies, sector plans and targets outlined in various source documents which will be made available to the appointed Service Provider by the municipality, or which the service provider can source by itself. (6) Assessment of the factors that trigger demand for water and sanitation infrastructure in the municipal area, including: economic growth, demographics, location of the municipality, land use and availability, water and sanitation security, safety, health and security, etc. (7) Assessment and definition of socio-economic status quo and establishment of levels of service (8) Establishment of the current delivery capacity and demand (9) Assessment and determination of existing water and sanitation infrastructure backlogs (10) Assessment of water and sanitation services efficiency levels and losses. (11) Preparation or updating of the asset register and gis (12) Preparation or updating of the water and sanitation infrastructure asset management plan.
	Stage 2B: Future Demand Assessment	The activities required include, but is not limited to, the following: (1) Confirmation of demographics, potential growth patterns, new and proposed developments (2) Determination of future demand

Clause	Topic	Details
		(3) Hydraulic analysis and modelling of the water supply and sewerage networks respectively (4) Determination of the impact of projected future demand on additional bulk supply capacities, distribution networks, operations and maintenance, and the need (necessity) to upgrade or expand/extend the water and sanitation infrastructure, and ecological infrastructure (5) Determination of water conservation and water demand management initiatives to offset some of the required additional bulk capacity, reduce hydraulic loads on wastewater treatment works, etc. (6) Determination of any network changes that could increase capacity or reduce pressures, including network re-configurations and other changes (7) Compilation of a water and sewerage demand forecast model which can be updated on a continuous basis as demand patterns change or new areas are developed (8) Detailed investigations and assessment of the considerations for the use of alternative technologies and materials to achieve cost reductions, increase in bulk supply, ease of operations and maintenance or protection of the environment, mitigation and adaptation to climate change, etc. (9) An analysis of the regional demand for water and sanitation infrastructure should also be studied to determine whether partnerships can be negotiated to share in the formulation of proposals for major developments which could be handled more cost-effectively or efficiently on a regional basis, etc.
	Stage 3: Execution	Key deliverables for this Stage will typically include: - Water and Sewer Master Plan Report capturing the outcomes of Stages 2 and 3 - Figures, Tables and Graphs of all findings - A1 maps and A3 map books of the master plan information, geo-referenced for each town and service - Project prioritisation list per ward/area - Data captured in a management information system and integrated with GIS and CAD format, and - Data integrated with the fixed asset register and treasury data of the Municipality
	Stage 3A: Institutional Arrangements and Required Authorizations	The activities required include, but is not limited to, the following: (1) Review of existing institutional arrangements and formulation of proposals to develop systems and procedures and to build capacity as required to operate and maintain the water and sanitation infrastructure.

Clause	Topic	Details
		(2) Assessment, determination, and recommendations on institutional arrangements for provision of servitudes, through routes, etc. in the municipal area (3) Provide recommendations to facilitate: • Provision of land and servitudes for water and sanitation infrastructure; • Wayleave applications (where applicable); • Environmental Impact Assessments where required.
C3.7.3	***Stage 3B: Project Prioritizations and Cost Estimates***	The activities required include, but is not limited to, the following: (1) Determination of operations and maintenance interventions required to achieve total functionality in existing water and sanitation infrastructure and the cost estimates thereof (2) Determination of capacity increases to be achieved through refurbishment, upgrades and demand management in order to address reliability of infrastructure services and the cost estimates thereof (Capital and Operational) (3) Determination of the extensions and new infrastructure required to address backlogs and the cost estimates (Capital and Operational) thereof (4) Determination of priorities and the phasing of projects and programmes for: • Short-term development (1-3 year Projects and Budget Plan), • Medium-term development (3-10 years Capital and Operational Plan), • Long-term development (10 years and above Capital and Operational Plan) (5) Formulation of a project prioritization model addressing short-, medium- and long-term strategic plans (6) Long-term, medium-term and short-term plans covering expansion, operations and maintenance, costings, possible funding sources, land, servitudes and staffing requirements
C3.7.4	***Stage 3C: Funding and Implementation Arrangements***	The activities required include, but is not limited to the identification, assessment and recommendations on the following: (1) Sources of funding, including tariff structuring, levies, investment or payment models to raise sufficient funds for development (2) Develop a framework for optimizing green bond potential projects aligned to global good practice green bond criteria and requirements (3) Methods of delivery, including community participation, traditional service provider models and public-private or public-public partnerships where appropriate (4) Critical material, equipment, skills and labour requirements to be sourced in other regions or internationally as a potential input to supply chain management

Clause	Topic	Details
	Stage 3D: Risk Management	In line with best practices, the PSP must conduct a risk analysis to identify critical assets, the impact of their failure, the level of exposure to risk, and to determine alternative services, sources or mitigation measures as the case may be
	Stage 3E: Water and Sewer Master Plan Report	The PSP must encapsulate all of the aforementioned sections within the overall Water and Sewer Master Plan Report for each of the four towns in the Municipality. The WSMP Report is the key deliverable for this stage and will include the following information as a minimum in hard and softcopy: (1) The narrative of all sections (2) Figures, tables and graphs of all findings (3) A1 Maps of each town and service in an appropriate scale (4) A3 map books of each town and service in an appropriate scale and grid format (5) All maps should include the registered and planned cadastral layout of erven and farms with grid reference and a key map on each layout
	Stage 4: Close-out	This stage will conclude the services of the PSP. Key deliverables for this Stage will typically include: - Council resolution adopting the WSMP - Project Close-out Report
C3.7.6	***Stage 4A: Adoption of the WSMP by the Municipal Council***	It is required of the PSP to provide technical support for the adoption of the WSMP by the Municipal Council. The PSP is therefore expected to: (1) Workshop the draft WSMP (which integrates all the sections cited above) with the Municipality, and other key stakeholders ensuring local knowledge in environmental and social elements and incorporate comments. (2) Facilitate the incorporation of the priority projects into the IDP of the Municipality (3) Facilitate adoption of the WSMP by the Council of the Municipality. (4) Facilitate the Project closure report into the municipal reporting process
C3.7.6	***Stage 4B: Project Close-out Report***	The PSP is required to compile and submit a Project Close-out Report using a framework provided by the Employer: (1) Workshop the draft WSMP (which integrates all the sections cited above) with the Municipality, and other key stakeholders ensuring local knowledge in environmental and social elements and incorporate comments. (2) Facilitate the incorporation of the priority projects into the IDP of the Municipality (3) Facilitate adoption of the WSMP by the Council of the Municipality.

<table>
<tr><th>Clause</th><th>Topic</th><th>Details</th></tr>
<tr><td></td><td></td><td>(4) Facilitate the Project closure report into the municipal reporting process</td></tr>
<tr><td>C3.8</td><td>Additional Services</td><td>The additional services shall satisfy the stated objectives of the Employer and may include any number of the following activities:
(1) Enquiries not directly concerned with the works and its subsequent utilisation.
(2) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
(3) Topographical 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) Investigating or reporting on tariffs or charges leviable by or to the Employer.
(5) Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the Employer, or his duly authorised agents, requiring the Service Provider to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the Service Provider and the Employer prior to the execution thereof.
(6) Any other additional services, of whatever nature, specifically agreed to in writing between the Service Provider and the Employer.</td></tr>
<tr><td>C3.9</td><td>Reports</td><td>The following reports need to be submitted as a minimum (where relevant):
<table>
<tr><th>Report</th><th>Requirements</th></tr>
<tr><td>Inception Report
(Stage 1)</td><td>This report is <u>mandatory,</u> should be submitted within 2 weeks after commencing the services and include all the activities described under Stage 1 above</td></tr>
<tr><td>Concept Design Report
(Stage 2)</td><td>This report is mandatory, should be submitted within 12 weeks after approval of the Inception Report by the Employer and include all the activities described under Stage 2 above</td></tr>
</table></td></tr>
</table>

Clause	Topic	Details	
		Water and Sewer Masterplan Report (Stage 3)	This report is mandatory. The Draft Report should be submitted within **12 weeks after approval of the Concept Design Report** by the Employer. The Final Report should be submitted within **4 weeks after review and comments were received from the Employer.** The Report must include all the activities described under Stage 2 and 3 above.
		Close-out Report (Stage 4)	This report is a mandatory requirement. The Draft Report is due at least **4 weeks before the Municipal Council meeting scheduled to adopt the WSMP**. The Final Report is due with submission of the **Final Account and within 4 weeks after approval of the WSMP by the Municipal Council.** The report should include a summary of the various stages of the project, critical correspondence, problems experienced during the implementation of the project, evaluation of sub-consultants' performance, asset register information, etc.
C3.10	**Co-operation with other services providers**	The Service Provider may be required to liaise with other Service Providers to meet the objectives of the Employer.	
C3.11	**Facilities and equipment to be provided by the Employer**	The Employer or Municipality may provide a boardroom or similar facility for holding regular progress meetings.	
C3.12	**Reference data**	The Service Provider must use and reference legislation, regulations, standards and guidelines published by the Department of Water and Sanitation (DWS), Department of Public Works and Infrastructure (DPWI), National Treasury and any other statutory body relevant to water and sewer infrastructure.	
C3.13	**Applicable national and international standards**	The Service Provider must use relevant SANS specifications related to water and sewer infrastructure.	
C3.14	**Particular/Generic specifications**	Particular Specifications prepared by the Service Provider must be approved by the Employer.	
C3.15	**Approvals**	The Service Provider need to obtain approval from the Employer prior to commencing with the next stage of the project and for reports submitted.	

Clause	Topic	Details
		The Service Provider need to obtain prior approval from other services authorities and landowners during the planning stage where they may be affected.
C3.16	**Procurement**	The Service Provider need to adhere to the requirements of the Employer's SCM Policy and Preferential Procurement Policies during the planning and implementation of the project. The Service Provider may not procure the services of other subcontractors that have not been stated in the tender without prior approval from the Employer.
C3.17	**Access to land / buildings / sites**	Where applicable, access needs to be arranged with the relevant landowners.
C3.18	**Planning and programming**	Service Providers are to provide a programme indicating their individual activities required to achieve the Employer's objectives. The programme should as a minimum give a description, start and end dates and duration of each activity. The programme should indicate milestone dates and critical path activities. The programme or revised programme, as applicable, must be submitted with an updated cash flow. The programme must be submitted within the timeframe stipulated in the contract data and scope of works, unless motivated otherwise. The programme should be updated as the need arises or as directed by the Employer.
C3.19	**Software application for programming**	Programmes submitted electronically must be done on MS Project or similar compatible software and distributed in both MS Project and PDF format.
C3.20	**Quality management**	Engineering Service Providers will be required to have a valid ISO 9001 quality system certification, or a quality management system approved by CESA, or a QMS that meets the objectives of the Employer. All other service providers acting as subcontractors need to submit details of their QMS for review and approval, where required by the Employer. The Employer will implement a Performance Monitoring System for all Service Providers employed on projects. The system will include a Performance Scorecard that will evaluate inter alia the quality of service, adherence to time constraints, recognition of cost (scope and budget control), project administration, communication and interfaces, and general performance relevant to each stage of the project. Performance Monitoring and Evaluation will be conducted regularly after completion of each stage or at progress meetings.
C3.21	**Format of communications**	Formal communication may be by means of e-mail or post in any format compatible with the MS Office suite of software or readable Adobe Acrobat software. Formal communication must be used where the contents affect the time, cost, quality or scope of work. Social media communication such as WhatsApp, Telegram or similar applications may be used for informal communication but will not be regarded as formal communication and cannot be used as evidence in any dispute process.
C3.22	**Key personnel**	The Service Provider needs to submit a schedule of Key Personnel with contact details to be employed on the project **with the Inception Report**. The schedule of key personnel must include the names and particulars of

Clause	Topic	Details
		personnel included in the Contract Data and Returnable Schedules. Service Providers may not replace the key personnel so provided without prior approval of the Employer. Should the Service Provider propose to replace the key personnel submitted in the tender, the replacement staff must have equal or better qualifications and experience than the original staff.
C3.23	**Management meetings**	Regular project meetings will be held approximately once a month virtually or once a quarter in-person in the municipal area that would include the Employer's representatives, Municipal representatives, the Service Provider and other appointed service providers, where applicable. The level of representation at the meetings shall be of such a nature to permit that decisions be taken and agreed to. The Service Provider must be represented by the key person identified as the **Project Leader** in the personnel schedule or his designated Alternate as well as **Civil Engineer**, depending on the status of the project.
C3.24	**Forms for contract administration**	Where required, the Employer will provide standard templates for certain activities related to contract administration to improve and standardise reporting.
C3.25	**Electronic payments**	The Service Provider needs to make appropriate arrangements with the Employer's Finance Department with regards to electronic payments required. All Service Providers on the project must be registered on the Central Supplier Database (CSD) managed by National Treasury.
C3.26	**Daily records**	The Service Provider must provide a timesheet record for all staff employed on additional services and where fees are claimed on a time and cost basis.
C3.27	**Professional indemnity insurances**	The Service Provider must submit one original certified copy of their PI insurance to the Project Manager at the first project briefing meeting and thereafter after expiry of the insured period, whichever comes first.
C3.28	**Payment certificates**	All claims for payment must be submitted to the Employer by no later than the 20th of each month to allow processing of claims before the end of the month and payment in the following month. All payments are done within 30 days from receipt of the Employer of a correct and undisputed invoice.
C3.29	**Use of documents by the Employer**	The Employer may use any document submitted by the Service Provider to achieve its stated objectives, provided that the services rendered have been paid for in full.
C3.30	**Property provided for the Consultant's use**	None.
C3.31	**Proof of compliance with the law**	The Service Provider shall, upon request from the Employer, provide proof of compliance with the various laws applicable to the implementation of the service so provided.
C3.32	**Annexures**	The Employer's SCM and Preferential Procurement Policies (Tenderers to obtain own copies).