



**Municipal Infrastructure Support Agent (MISA)**

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**REPUBLIC OF SOUTH AFRICA**

**MISA/DWSMP/ML/048/2025/26**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR  
THE DEVELOPMENT OF WATER AND SEWER MASTER PLANS  
FOR KANNALAND 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
3. Part 1: Data Provided by the Employer
4. Part 2: Data Provided by the Contractor
5. Conditions of Contract: NEC 3
6. Pricing Data
7. Works Information
8. Site Information



## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

**MISA/DWSMP/ML/048/2025/26**

### APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF WATER AND SEWER MASTER PLANS FOR KANNALAND LOCAL MUNICIPALITY

## T1 TENDERING PROCEDURE

### T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites tenders from suitably qualified Professional Service Providers for the development of water conservation water demand management plan for KANNALAND Local Municipality.

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

The project details are hereunder,

TENDER NO.	PROJECT NAME	NON-COMPULSORY BRIEFING SESSION PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/DWSMP/ML/048/2025/26	<b>Appointment of a professional service provider for the development of a water and sewer master plan for Kannaland Local Municipality</b>	<p>A Non-Compulsory Briefing session will be held online on MS Teams</p> <p><b>Microsoft Teams meeting</b></p> <p>Join:  <a href="https://teams.microsoft.com/meet/31390326959581?p=1ridGk00f4GIhfHNHH">https://teams.microsoft.com/meet/31390326959581?p=1ridGk00f4GIhfHNHH</a>            Meeting ID: 313 903 269 595 81            Passcode: QU9TD9mS  <b>Date: 18 March 2026</b>  <b>At 10:00 AM</b></p>	<p><b>Date: 31 March 2026</b>  <b>At 11:00 AM</b></p> <p>All Bid Proposals to be submitted @ MISA Head office</p> <p>Riverside office Park , 1303 Heuwel avenue, 1<sup>st</sup> floor Letaba House, Centurion 0046</p>

A non-compulsory 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 meet 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](http://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](mailto: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/DWSMP/ML/048/2025/26**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF WATER AND SEWER MASTER PLANS FOR KANNALAND 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 <b>Municipal Infrastructure Support Agent (MISA)</b> , an entity within the South African Ministry for Cooperative Governance and Traditional Affairs (CoGTA), established in terms of Presidential Proclamation No. 29 of 2012.
3.3	The Tender documents issued by the employer comprise the documents listed on the contents page.
3.4	<p>The Employer’s Representative is:</p> <p><b>Name:</b> Ms Mapatani Kgomo or Delegated Official</p> <p><b>Physical Address:</b> 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p><b>Telephone:</b> 012 848 5300</p> <p><b>Email:</b> <a href="mailto:elma.kau@misa.gov.za">elma.kau@misa.gov.za</a></p>
3.5	The language of communications is English

Clause number	Tender Data
4.1	<p><b>ONLY</b> those tenderers who satisfy the following <b>ELIGIBILITY CRITERIA</b> and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated:</p> <p>The tenderer:</p> <ol style="list-style-type: none"> <li>1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties.</li> <li>2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners.</li> <li>3. None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory. This is <b>APPLICABLE TO FORM OF OFFER AND PRICING DATA</b>.</li> <li>4. The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than <b>R 1 million</b> in respect of a claim without limiting to the number of claims or show documentary evidence (proposal / quotation) of having applied for such cover.</li> </ol>
4.7	The arrangements for a briefing or 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  4.15	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Reception area of MISA Offices Municipal Infrastructure Support Agent's Office</p> <p><b>Physical Address:</b> 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1<sup>st</sup> Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p><b>Telephone:</b> 012 848 5300</p> <p><b>Identification details on the Tender package(s):</b></p> <ol style="list-style-type: none"> <li>1. Name and Reference number of the tender;</li> <li>2. Address of the employer;</li> <li>3. Names of the tendering entity and the contact person;</li> <li>4. Physical address and contacting details of the tenderer;</li> <li>5. Date of submission</li> </ol>
4.13.5	Tender offer shall be submitted as <b>original, one copy of the original and one scanned copy of the original completed and signed tender documents in a memory stick.</b>
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 120 days, exclusive of closing date but inclusive of the 120 <sup>th</sup> day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.

Clause number	Tender Data
5.2	The employer shall issue addenda until 10 working days before tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
SFU (clause 4.3.1)	<p><b>Evaluation Criteria</b></p> <p>The procedure for the evaluation of responsive tenders is <b>Functionality, Financial offer &amp; specific goals</b></p> <p>Breakdown points for Functionality points are outlined in 5.11.9 below.</p> <p>The procedure for the evaluation of responsive tenders is <b>detailed as follows:</b></p> <p><b>Phase 1:</b> Eligibility Requirements.</p> <p><b>Phase 2:</b> Functionality Criteria</p> <p><b>Phase 3:</b> Price and preference (80/20 system)</p> <p><b>1. <u>PHASE ONE: ELIGIBILITY REQUIREMENTS.</u></b></p> <p>The <b>ELIGIBILITY CREITERIA</b> is as outlined in Clause 4.1.</p> <p><b>2. <u>PHASE TWO: FUNTIONALITY CRITERIA:</u></b></p> <p><b>TENDER WHO PASSES STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</b></p> <ol style="list-style-type: none"> <li>1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set.</li> <li>2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.</li> <li>3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.</li> <li>4. A Tender will be considered as DISQUALIFIED from the evaluation and will be discarded from any further evaluation for the following. <ul style="list-style-type: none"> <li><b>4.1. Failing to meet the minimum requirements for qualifications and or experience for the Contracts Manager</b></li> <li>4.2 scoring an average score below a minimum of 70 points in Functionality</li> </ul> </li> <li>5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.</li> <li>6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.</li> </ol> <p><b>3. <u>PHASE THREE: SCORING EVALUATION POINTS ON PRICE AND SPECIFIC GOALS OF 2022</u></b></p> <p>During this phase, bid proposals that passed phase 2 will be further evaluated based on the Preferential Procurement Regulations 2022, will be used to evaluate this proposal as per the applicable threshold value</p> <p>Bid proposals will be evaluated based on the 80/20 preference points system in accordance with the PPPFA Act (Act no.5 of 2000), where a maximum of 80 points will be awarded in respect of price and a maximum of 20 points will be awarded for specific goals.</p>

Clause number	Tender Data								
	<p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p><b>Allocation of points</b></p> <p>The following table shows allocation of points:</p> <table border="1" data-bbox="309 472 1375 768"> <thead> <tr> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td> <td>80</td> </tr> <tr> <td>SPECIFIC GOALS</td> <td>20</td> </tr> <tr> <td>TOTAL</td> <td>100</td> </tr> </tbody> </table> <p>a) A maximum of 80 points is allocated for <b>price</b> on the following basis:</p> <p style="text-align: center;"><b>80/20</b></p> $Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ <p>Where:</p> <p>Ps = Points scored for price of tender under consideration</p> <p>Pt = Price of tender under consideration</p> <p>Pmin = Price of lowest acceptable tender</p> <p>b) A maximum of 20 points may be awarded to a Bidder for the specific goal specified for the tender.</p> <p>c) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.</p> <p>d) Subject to section 2(1)(f) of the Act, the contract must be awarded to the Bidder scoring the highest points.</p> <p>e) Allocation of Points</p> <p><b>SPECIFIC GOALS</b></p> <p>The Employer reserves the right to apply other specific goals in accordance with PPR Regulations 2022 as contemplated in section 2(1)(d)&amp;(e) of the PPPFA Act No 5 of 2000 which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.</p> <p>The Specific goals will be allocated as per the table below:</p>	Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS	20	TOTAL	100
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Clause number	Tender Data											
	<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system)</b>										
	Who are women (51% or more)	3										
	Who is a youth (18 to 35 years) (51% or more owned)	2										
	Location of enterprise ( Free State Province)	10										
	B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	5										
	<b>Total scored points</b>	<b>20</b>										
	<p><b>Definitions</b></p> <p><b>“Specific goals”</b> means specific goals as contemplated in section2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in Government Gazette No.16085 date 23 November 1994</p> <p><b>“Ownership</b> “means the percentage ownership and control, exercised by individuals within and enterprise.</p> <p><b>Means of Verification (Specific Goals)</b></p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Procurement Requirement</th> <th style="text-align: center;">Required Proof Documents</th> </tr> </thead> <tbody> <tr> <td>Women</td> <td>CIPC/SWORN AVIDDAFIT/CSD/ID</td> </tr> <tr> <td>Youth</td> <td>CIPC/SWORN AVIDDAFIT/CSD/ID</td> </tr> <tr> <td>Location</td> <td>CIPC/SWORN AVIDDAFIT/CSD/MUNICIPAL RATES STATEMENT/PROOF OF ADDRESS</td> </tr> <tr> <td>B-BBEE status level contributors from level 1 to 2 which are QSE or EME</td> <td>Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report</td> </tr> </tbody> </table> <p><b>Failure on the part of a Bidder to submit proof of documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.</b></p>		Procurement Requirement	Required Proof Documents	Women	CIPC/SWORN AVIDDAFIT/CSD/ID	Youth	CIPC/SWORN AVIDDAFIT/CSD/ID	Location	CIPC/SWORN AVIDDAFIT/CSD/MUNICIPAL RATES STATEMENT/PROOF OF ADDRESS	B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report
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5.11.9	<p><b>Functionality Criteria.</b></p> <p>A Tender will be DISQUALIFIED from the evaluation and will be discarded from any further evaluation for the following.</p> <ol style="list-style-type: none"> <li>1. <b>failing to meet the minimum requirements for qualifications and or experience for the Contracts Manager</b> and or</li> <li>2. scoring an average score below a minimum of 70 points in Functionality</li> </ol> <table border="1" data-bbox="328 584 1358 1104" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Quality criteria</th> <th style="width: 20%;">Evaluation schedule</th> <th style="width: 20%;">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td>Experience of the tenderer</td> <td>Schedule 1</td> <td>40</td> </tr> <tr> <td colspan="3"><b>Experience of Key Personnel</b></td> </tr> <tr> <td style="border: 1px solid black;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Contracts Manager</td> <td style="width: 30%; text-align: center;"><b>25</b></td> </tr> <tr> <td>Civil Engineer</td> <td style="text-align: center;"><b>20</b></td> </tr> <tr> <td>Engineering Technician</td> <td style="text-align: center;"><b>15</b></td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: center;"><b>60</b></td> </tr> </table> </td> <td style="text-align: center; vertical-align: middle;">Schedule 2</td> <td style="text-align: center; vertical-align: middle;">60</td> </tr> <tr> <td colspan="2"><b>Maximum possible score for functionality (M<sub>s</sub>)</b></td> <td style="text-align: center;"><b>100</b></td> </tr> </tbody> </table> <table border="1" data-bbox="220 1167 1469 1480" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No</th> <th style="width: 15%;">Key Personnel</th> <th style="width: 60%;">Minimum Qualifications</th> <th style="width: 20%;">Minimum Experience</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>1</b></td> <td>Contracts Manager</td> <td>           B Tech Degree in Civil Engineering (NQF Level 7)             Registered with ECSA as a Professional Engineer or Technologist         </td> <td style="text-align: center;">5 years after qualifications</td> </tr> </tbody> </table> <p><b>NB: The tenderer will be disqualified if the proposed Contracts Manager does not meet the minimum qualifications and experience stated in the table above.</b></p>			Quality criteria	Evaluation schedule	Maximum number of points	Experience of the tenderer	Schedule 1	40	<b>Experience of Key Personnel</b>			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Contracts Manager</td> <td style="width: 30%; text-align: center;"><b>25</b></td> </tr> <tr> <td>Civil Engineer</td> <td style="text-align: center;"><b>20</b></td> </tr> <tr> <td>Engineering Technician</td> <td style="text-align: center;"><b>15</b></td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: center;"><b>60</b></td> </tr> </table>	Contracts Manager	<b>25</b>	Civil Engineer	<b>20</b>	Engineering Technician	<b>15</b>	<b>Total</b>	<b>60</b>	Schedule 2	60	<b>Maximum possible score for functionality (M<sub>s</sub>)</b>		<b>100</b>	No	Key Personnel	Minimum Qualifications	Minimum Experience	<b>1</b>	Contracts Manager	B Tech Degree in Civil Engineering (NQF Level 7)  Registered with ECSA as a Professional Engineer or Technologist	5 years after qualifications
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5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>1. the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>2. the tenderer has not:             <ol style="list-style-type: none"> <li>a. abused the Employer's Supply Chain Management System; or</li> <li>b. failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>3. the tenderer has duly completed and signed the <b>SBD 4</b>, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared non-responsive.</li> </ol>																																	

Clause number	Tender Data
	<p>4. the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>5. the tenderer/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.</p> <p>6. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.</p>
5.14	The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.
5.17	<p><b>Cancellation and re-invitation of tenders</b></p> <p>MISA may, prior to the award of the tender, cancel the tender if-</p> <p>due to changed circumstances, there is no longer a need for the services, works or goods requested; or</p> <p>(a) funds are no longer available to cover the total envisaged expenditure; or</p> <p>(b) no acceptable tenders are received; or</p> <p>(c) Tender validity period has expired; or</p> <p>(d) Gross irregularities in the tender processes and/or tender documents; or</p> <p>(e) No market related offer received (after attempts of negotiation processes)</p> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
	<p style="text-align: center;"><b>TENDER AWARD</b></p> <p>A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender).</p> <p>B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.</p> <p>C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3<sup>rd</sup> decimal place is 1 up to 4, the points up to 2<sup>nd</sup> decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2<sup>nd</sup> decimal place and the resulting point will be considered.)</i></p> <p>D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for B-BBEE.</p> <p>E. However, in the event that two or more Tenders have scored equal point including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points for quality.</p> <p>F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.</p> <p style="text-align: center;"><b>ADDITIONAL CONDITIONS OF TENDER</b></p> <p>The additional conditions of Tender are:</p> <p><b>A. Joint Venture</b></p>

Clause number	Tender Data
	<p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p><b>B. Costs incurred by Bidder</b></p> <p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p><b>C. Acceptance of Bid</b></p> <p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender.</p> <p><b>D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award</b></p> <p><b>Should a Tenderer</b></p> <p>a) Withdraw his Tender during the period of its validity; <u>or</u></p> <p>b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></p> <p>c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer;</p> <p><b>then the Tenderer shall be liable for and pay to the Employer –</b></p> <p>i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so;</p> <p>ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received;</p> <p>iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received.</p> <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default.</p> <p>Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p><b>E. Repudiation of Tender or Invalidation of Contract</b></p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract;</p> <p>a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract;</p> <p>b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour;</p>

Clause number	Tender Data
	<p>c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company;</p> <p>d) to refrain from Tendering for this Contract;</p> <p>e) as to the amount of the Tender to be submitted by either party;</p> <p>f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid.</p> <p>The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.</p> <p><b>F. South African Jurisdiction</b></p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.</p> <p>Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p><b>G. Amendments to Tender by Employer</b></p> <p><b>a) Arithmetical Errors</b></p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ol style="list-style-type: none"> <li>i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</li> <li>iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices.</li> </ol> <p><b>b) Imbalance in Tender Rates</b></p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him.</p> <p>The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p>



## MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

**MISA/DWSMP/ML/048/2025/26**

### **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF WATER AND SEWER MASTER PLANS FOR KANNALAND LOCAL MUNICIPALITY**

## **RETURNABLE DOCUMENTS**

### **T2.1 LIST OF RETURNABLE DOCUMENTS**

#### **A. Documentation to demonstrate eligibility to have tenders evaluated**

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

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

#### **B. Returnable schedules required for tender evaluation purposes**

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

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

9. Schedule 1: Experience of the tenderer

10. Schedule 2: Experience of key person

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

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

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

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

**PART A  
INVITATION TO BID**

**SBD1**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MUNICIPAL INFRASTRUCTURE SUPPORT AGENCY)**

BID NUMBER:	MISA/DWSMP/ML/048/2025/26	CLOSING DATE	31 MARCH 2026	CLOSING TIME	11:00
DESCRIPTION	<b>APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF WATER AND SEWER MASTER PLANS FOR KANNALAND LOCAL MUNICIPALITY</b>				

**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:

<b>LETABA HOUSE</b>
<b>RIVERSIDE OFFICE PARK</b>
<b>1303 HEUWEL AVENUE</b>
<b>CENTURION</b>
<b>0046</b>

**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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [[IF YES ENCLOSE PROOF]]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [[IF YES, ANSWER PART B:3 ]]
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	<b>R</b>
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	

**CAPACITY UNDER WHICH THIS BID IS SIGNED**

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	MISA	CONTACT PERSON	NICO LIEBENBERG
CONTACT PERSON	MS ELMA DINEO KAU	TELEPHONE NUMBER	084 603 0448
TELEPHONE NUMBER	012 848 5325	FACSIMILE NUMBER	
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Nico.liebenberg@misa.gov.za
E-MAIL ADDRESS	<a href="mailto:tenders@misa.gov.za">tenders@misa.gov.za</a>		

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

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

Full Name	Identity Number	Name of State institution

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

2.2 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<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of

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

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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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 bidding 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).

### 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**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\min}$  = Price of lowest acceptable bid

#### 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**

$$P_s = 80 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\max}$  = 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 (Free state province)	10	
B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	5	
<b>Total scored points</b>	<b>20</b>	

**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 bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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.

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDER(S)</b></p>
<p><b>SURNAME AND NAME:</b> .....</p>
<p><b>DATE:</b> .....</p>
<p><b>ADDRESS:</b> .....</p> <p>.....</p>

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

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

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

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>			
<b>Trading Name (If Applicable):</b>			
<b>Registration Number:</b>			
<b>Enterprise Physical Address:</b>			
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>			
<b>Nature of Construction Business:</b>	BEPs (Built Environment Professional)	Contractor	Supplier
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p style="margin-left: 40px;">i. Before 27 April 1994; or</p> <p style="margin-left: 40px;">ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>		

3. I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_ % Black Owned
  - The Enterprise is \_\_\_\_\_ % Black woman Owned
  - The Enterprise is \_\_\_\_\_ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
    - o Black Youth % \_\_\_\_\_ %

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

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

Contractor / Consultancy	R10 million	
Supplier	R10 million	

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

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

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

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

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

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

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

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

**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	

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

## 8. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . . . . . . ., authorised signatory of the company . . . . . . . . . ., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
<b>PROJECT TITLE</b>		
<b>SCMU NUMBER</b>	<b>MISA/DWSMP/ML/048/2025/26</b>	
<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner: ..... .		Signature. . . . .  Name ..... Designation.....
..... .		Signature. . . . .  Name ..... Designation.....
..... .		Signature. . . . .  Name ..... Designation.....
..... .		Signature. . . . .  Name ..... Designation.....

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

### 9.1 Requirements

The experience of the tenderer as a company (as opposed to key staff members) in development of WATER AND SEWER MASTER PLANS, water and sanitation masterplans and or water services development plans in the last **10 years**.

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

### 9.2 Points Scoring

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

*Table: Project points allocation*

No	Project Value	Points per Project
a)	R500 000 – R800 000	10 points
b)	R800 001 to R1 500 000	15 points
c)	R1 500 001 and above	20 Points

### 9.3 Means of verification

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

- Appointment letters and Completion certificates must be from the relevant municipality or organ of state and must indicate details of the contact person from the municipality or organ of state.
- In cases where the municipality or organ of state made use of a consulting engineer (consultant), the appointment letter and completion certificate must clearly stipulate:
  - (i) Form of Contract used at that time such as GCC, NEC, FIDIC etc
  - (ii) The details of the project including description, tender number, contract amount, contractual dates and contract period.
  - (iii) The name of the municipality or organ of state that is the client or employer.
  - (iv) The details of the contact person from the municipality or organ of state
  - (v) The completion certificate must be signed by the Engineer, the Employer and the Contractor depending on the Form of contract used.

### 9.4 Listing of Completed Projects

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

**SCHEDULE OF COMPLETED PROJECTS**

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

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

**TENDERERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION THEREOF TO AN ATTACHMENTS.**

**PLEASE ATTACH ONLY INFROMATION REQUESTED IN THIS TENDER.**

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

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

Name: \_\_\_\_\_ Capacity: \_\_\_\_\_

Name of the Firm: \_\_\_\_\_

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

### 10.1 Summary

The total 60 points for key personnel is allocated as follows.

key personnel	Points allocation
Contracts Manager	25
Civil Engineer	20
Engineering Technician	15
<b>Total</b>	<b>60</b>

### 10.2 Requirements

The experience of the key personnel who will be responsible for the execution of the project activities, processes, the coordination, administration and management of resources on the project will be evaluated in relation to the scope of work from four different points of view:

- 1) The education, training, skills and experience and knowledge of issues which are pertinent to the scope of work.
- 2) General experience (total duration of work activity), level of education and training and positions held
- 3) Professional Registration with the recognized relevant professional bodies such as ECSA
- 4) The minimum requirements for qualifications and experience for the Contract Manager are as follows;

No	Key Personnel	Minimum Qualifications	Minimum Experience
1	Contracts Manager	B Tech Degree in Civil Engineering (NQF Level 7) Registered with ECSA as a Professional Engineer or Technologist	5 years after qualifications

**NB: The tenderer will be disqualified if the proposed Contracts Manager does not meet the minimum qualifications and experience stated in the table above.**

### 10.3 Means of verification

Attach proof of qualifications, brief CV's and where applicable proof of professional registration for key personnel listed.

#### 10.4 Listing of key personnel

Tenderers are requested to list key personnel by completing SCHEDULE OF KEY PERSONNEL appended to this schedule on the next page.

#### 10.5 Scoring

The scoring of the experience of key person staff will be as per the table below:

<b>Key Personnel</b>	=	<b>60 Total Points</b>
<b>1. Contract Manager</b>	=	<b>(25 points)</b>
<b>1.1. Requirements</b>		
Minimum Qualification: B Tech degree in Civil Engineering (NQF 7). Registered with ECSA as a Professional Engineer or Engineering Technologist (Pr.Eng /Pr.Tech Eng). Minimum experience 5 years after qualifications.		
<b>1.1.1 Qualifications</b>	=	<b>15 points</b>
• B Tech Degree in Civil Engineering.	=	12 points
• BSc/BEng Degree or higher in Civil Engineering	=	15 points
<b>1.1.2 Experience</b>	=	<b>10 points</b>
• 5 to below 7 years	=	7 points
• 7 to below 10 years	=	8 points
• 10 years and above	=	10 points
<b>2. Civil Engineer</b>	=	<b>20 points</b>
<b>2.1 Requirements</b>		
Minimum qualification: B Tech degree in Civil Engineering (NQF 7). Registered with ECSA as a Professional Eng Technologist (Pr.Tech Eng). Minimum experience 5 years after qualification		
<b>2.1.1 Qualifications</b>	=	<b>10 points</b>
• B Tech Degree in Civil Engineering (NQF Level 7).	=	7 points
• B Eng/ Bsc Degree or higher in Civil Engineering	=	10 points
<b>2.1.2 Experience</b>	=	<b>10 points</b>
• 5 to below 7 years	=	6 points
• 7 to below 10 years	=	8 points
• 10 years and above	=	10 points
<b>3. Engineering Technician</b>	=	<b>15 points</b>
<b>3.1 Requirements</b>		
Minimum qualification: B Tech degree in Engineering Technicianing (NQF 7). Registered with ECSA as a Professional Eng Technologist (Pr.Tech Eng). Minimum experience 5 years after qualification		
<b>3.1.1 Qualifications</b>	=	<b>10 points</b>
• B Tech Degree in Engineering Technicianing (NQF Level 7).	=	7 points
• B Eng/ Bsc Degree or higher in Engineering Technicianing	=	10 points
<b>3.1.2 Experience</b>	=	<b>5 points</b>
• 5 to below 7 years	=	3 points
• 7 to below 10 years	=	5 points

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

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

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

Name: \_\_\_\_\_ Capacity: \_\_\_\_\_

Name of the Firm: \_\_\_\_\_

**D. 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:		
	<b>Date</b>	<b>Title or Details</b>
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/DWSMP/ML/048/2025/26

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT  
OF WATER AND SEWER MASTER PLANS FOR KANNALAND LOCAL MUNICIPALITY

### The Contract

Reference no.: MISA/DWSMP/ML/048/2025/26

**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/DWSMP/ML/048/2025/26

### APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF WATER AND SEWER MASTER PLANS FOR KANNALAND 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

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10.1 *The Employer is*

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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

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

---

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 within 5 Calendar Days

---

## **2 The Parties' main responsibility**

---

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

---

## **3 Time**

---

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

---

11.2(2) The *completion date* for the whole of the *services* is **6 calendar months** after the start date.

---

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

---

## **5 Payment**

---

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

---

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

Item	Amount
------	--------

---

<ul style="list-style-type: none"> <li>• printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports</li> <li>• covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports</li> <li>• maps, models and presentation materials required by the <i>Employer</i></li> </ul>	<p>market related cost or in accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za/Service Providers">www.publicworks.gov.za/Service Providers</a></p>
<ul style="list-style-type: none"> <li>• <b>Accommodation</b> where the services necessitates that staff identified in Part 2 of the Contract Data to be accommodated in KANNALAND LOCAL MUNICIPALITY as identified by the <i>Employer</i> to perform the services authorised by the <i>Employer</i></li> </ul>	<p>Cost limited to R 1 500 per person per day including bed and breakfast.</p>
<ul style="list-style-type: none"> <li>• <b>Vehicle travel</b> to, from and within KANNALAND LOCAL MUNICIPALITY to perform the services authorised by the Employer. Travel will be paid for authorized trips within KANNALAND LOCAL MUNICIPALITY and between MISA Provincial Offices in George and the KANNALAND Municipality (For Staff identified in Part 2 of the Contract Data)</li> </ul>	<p>in accordance with the latest Rates Department of Transport Department of Transport</p>

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

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

## 6 Compensation events

## 7 Rights to material

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

## 80 Indemnity, insurance and liabilities

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

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

81.1 The *Employer* provides no insurance cover.

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

## 9 Termination and dispute resolution

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

## 10 Data for main Option clause

### A Priced contract with activity schedule

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

## 11 Data for Option W1

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

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

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

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### **Option X1 Price adjustment for Inflation**

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

No CPA or CPI will apply for this contract

---

### **X2 Change in the law**

---

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

---

### **Option X7 Delay Damages**

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X7.1 The *delay damages* for completion per activity is **R500.00** per calendar day

---

### **X10 Employer's Agent**

---

X10.1 The *Employer's Agent* is

Chief Engineer- MISA Free State (Or Designated MISA Official)

Mr George Joma, Pr Eng

Physical Address: Letaba House, Riverside Office Park

1303 Heuwel Avenue, Centurion, Pretoria 0046

Postal Address: Private Bag X105, Centurion 0046

Telephone: 012 848 5300

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### **Z Additional conditions of contract**

The *additional conditions of contract* are

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#### **Z1 Tax invoices**

##### **The Service Provider's invoice.**

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

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

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

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

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

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---

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](http://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.

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**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).

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**Part two - Data provided by the *Consultant***

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10.1      *The Consultant is*

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

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

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

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

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

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

---

22.1      *The Consultant's key persons are:*

1      Name: \_\_\_\_\_

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

Responsibilities:

\_\_\_\_\_

Qualifications:

\_\_\_\_\_

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

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

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

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

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

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

---

**Table 1: List of Key Personnel**

No	Role	Name and Surname	Qualification and date attained	Professional Registration and date registered	Reg. Number	Total Number of Experience
1	Contracts Manager					
2	Civil Engineer					
3	Engineering Technician					
<b>Additional Personnel if Applicable</b>						
No	Role	Name and Surname	Qualification and date attained	Professional Registration and date registered	Reg. Number	Total Number of Experience
1						
2						
3						
4						



## Municipal Infrastructure Support Agent (MISA)

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MISA/DWSMP/ML/048/2025/26

### APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF WATER AND SEWER MASTER PLANS FOR KANNALAND LOCAL MUNICIPALITY

## PRICING DATA

### C2.1 PRE-AMBLE OF THE PRICING SCHEDULE

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

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work. The detailed investigation report should be developed and focus on the items given in the scope of works. The PSP will be attending monthly progress report and will be held at KANNALANDLM offices in Trompsburg.
2. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:
  - **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
  - **Quantity:** The number of units of work for each item
  - **Rate:** The payment per unit of work at which the Bidder bids to do the work
  - **Amount:** The quantity of an item multiplied by the offered rate of the (same) item
  - **Sum:** An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
  - **Provisional Sum:** is an allowance, usually estimated by the employer, that is inserted into the tender documents for a specific element of the works that is not yet defined in enough detail for tenderers to price. The Prov-Sum is calculated estimate which must not be exceeded.
  - **Percentage Fee:** The agreed fee for a service, the extent of which is described in the Scope of Work, expressed as a percentage of a construction contract value or part thereof.

3. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
4. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.
6. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof, which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according to final construction contract values based on the percentage fee tendered.  
  
Only one (flat rate) percentage fee per item may be tendered. A percentage fee tendered on a sliding scale will make the tender non-responsive.
7. Where the estimated construction value is broken up into component parts for the purposes of determining fees in respect of different disciplines, the "make-up" of each component is described in the Scope of Work.
8. The following table shall be used for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services:
9. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Service Provider will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
10. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).
11. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
12. Where a provisional sum has been provided in respect of additional assessment services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such assessment to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on

the requirements of the project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer.

13. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the subcontracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Activity Schedule.
14. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
15. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
16. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
17. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. The monthly rates published by DPSA shall apply.
18. Tenderers are to note that the planning for this contract is based on a year budget. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract.
19. If the Service Provider considers it necessary to employ the services of the safety specialist in order to execute duties as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept

the tender, the cost thereof must be included in the fee tendered for this aspect of the project.

20. If the Service Provider deems it necessary to appoint a sub-consultant as Environmental Officer (EO), the cost thereof must be included in the fee tendered for this aspect of the project.
21. All charges in respect of attendance at meetings and the provision of secretarial and other office support services, shall be included in the tendered basic fee for normal services.
22. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
23. For any variations in rates of exchange, which shall be for the Employer's account in accordance with Clause 3.17 of the Contract Specific Data in Part C1.2 Contract Data, the Tenderer is specifically referred to the Contractor's obligation to take out forward cover. The schedule titled Price Basis for Imported Plant and Materials is attached hereto and must be completed by the Tenderer, if applicable, in conjunction with pricing the relevant items in the Activity Schedules.



**Municipal Infrastructure Support Agent (MISA)**

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**MISA/DWSMP/ML/048/2025/26**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE  
DEVELOPMENT OF WATER AND SEWER MASTER PLANS FOR KANNALAND  
LOCAL MUNICIPALITY**

**C2.2.1 THE ACTIVITY SCHEDULE**

A tenderer must quote all the items of the Activity schedule.

Item No. 1: Engineering Services - Provide engineering services as described in the Scope of Work in respect of the Municipality. **A breakdown of the prices must be shown in detail in Annexure A appended at the end of these Terms of Reference.**

**1.1 : Basic Fee for Planning, Studies, Investigations, Assessments, and all relevant Professional Services**

No	Description	Unit	Quantity	Rate	Amount per deliverable (R.)
1	Project Initiation and Inception	Sum	1		
2	Water Treatment Works, Boreholes Schemes operation design parameters and optimisation needs	Sum	1		
3	Water Supply pumps, water reticulation and piping assessments	Sum	1		
4	Future demand requirements	Sum	1		
5	Water storage reservoirs and supply requirements	Sum	1		
6	Municipal water consumption and metering	Sum	1		
7	Impact of water loss on revenue finances	Sum	1		

No	Description	Unit	Quantity	Rate	Amount per deliverable (R.)
8	Reporting (Monthly and ad-hoc reports) over project duration	Sum	1		
9	Consolidated WCDM strategy/ report and Close-out report	Sum	1		
<b>Sub-Total 1</b>					
10. Provide additional reliability monitoring system in machinery of mechanical and electrical equipment such as water metering, flow data loggers etc (PROVISIONAL SUM)					R150 000,00
<b>11. Reimbursements</b>					
11.1	Stakeholder workshops (payable based on actual cost)	Sum	1		
11.2	Subsistence and Travel	Sum	1		
<b>Sub-Total 2</b>					
<b>Add 15% V.A.T</b>					
<b>TENDER PRICE CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE</b>					

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. **MISA/DWCM/ML/007/2025/26:APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF WATER AND SEWER MASTER PLANS FOR KANNALAND LOCAL MUNICIPALITY** has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

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

Name: .....Position: .....

Enterprise name: .....



**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

Reference no.: **MISA/DWSMP/ML/048/2025/26**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT  
OF WATER AND SEWER MASTER PLANS FOR KANNALAND LOCAL MUNICIPALITY**

**PART C3: SCOPE OF WORK**

**Index**

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## **PART C3: SCOPE OF WORK**

### **C3.1 DESCRIPTION OF THE WORKS AND SERVICES**

#### **3.1.1 Employer's Objectives**

MISA's objective is to appoint a Professional Service Provider for the development of a Water and Sewer Master Plan for KANNALAND LOCAL MUNICIPALITY. MISA as the Employer intends to appoint a suitably experienced Professional Service Provider capable of undertaking successfully all the envisaged work in developing a detailed and credible Water and Sewer Master Plan.

#### **3.1.2 Background**

The Water and Sanitation Master Plan is a regulatory requirement in terms of the Water Services Act, 1997 and deals with the long-term planning for the provision of water supply and sanitation services. According to the Act, all Water Services Authorities (WSA) have a duty to all consumers in their area of jurisdiction to ensure efficient, affordable, economical and sustainable access to water services that promote sustainable livelihoods and economic development.

The Municipality has been slacking in the provision of basic service for several years, and this has been aggravated by lack of funding and resources for operations and maintenance. There have been several challenges pertaining to service delivery in Kannaland especially the provision of potable water to the residents, sewage spillages and lack of maintenance of the municipal roads and stormwater network. The major infrastructure challenges could be summed up as:

1. Aging Infrastructure issues (leakages, overflows and spillages).
2. Limited capacity of the existing water services infrastructure (to meet existing and future demand).
3. Lack of possible alternative water sources to meet future demand (to augment potable water supply for future growing demand).
4. Lack of innovative and advanced sanitation technologies that would enhance anticipated future demand.
5. Lack of maintenance of existing infrastructure due to staff shortages
6. Lack of planning and costing of required expansions of water and sanitation services to accommodate the towns expansions.

The Water Services infrastructure forms the basis of the socio-economic development of a local authority. Inadequate funds for the development of Water Services infrastructure as well as the maintenance thereof, is a major problem for the Kannaland Local Municipality. Lack of sufficient funds for upgrading and maintenance has resulted in the neglect of Water Services Bulk Infrastructure to the detriment of the local economy.

Kannaland Municipality is a local municipality located within the Garden Route District Municipality, in the Western Cape province of South Africa. The municipal area is situated in the western part of the Little Karoo and includes the towns of Ladismith, Calitzdorp and Zoar. As of 2022, it has a population of 31,986. Its municipality code is WC041.

The municipality covers an area of 4,758 square kilometres (1,837 sq mi) in the Little Karoo, stretching from the Swartberg in the north to the Langeberg in the south, and from the Anysberg in the west to the Gamkaberg in the east. It is drained by the Groot River and the Gourits River. It abuts on the Laingsburg and Prince Albert municipalities to the north, the Oudtshoorn Municipality to the east, the Hessequa Municipality to the south and the Swellendam and Langeberg Municipalities to the west.

According to the 2022 census, the municipality had a population of 31,986 people, increasing at an annual rate of 2.5% from 2011.

The largest town and location of the municipal headquarters is Ladismith, which as of 2011 has a population of 7,127.[5] Ladismith is at the foot of the Swartberg, as are Zoar (pop. 4,659) and Calitzdorp (pop. 4,284) to the east. Van Wyksdorp (pop. 833) is further south in the valley of the Groot River.

### 3.1.3 Location of proposed project

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



### 3.1.4 Overview of the Works

The works to be undertaken by the Professional Service Provider (PSP's) is for the detailed assessment of the water and sewer systems in the four towns of Kannaland.

It is essential that comprehensive and accurate information be at the disposal of the municipal officials, advisors and decision makers of the local authority to enable management to apply the available funds in the most efficient way and to the greatest advantage of the communities within the jurisdiction of the Kannaland Local Municipality. This is so in order to support the Kannaland Local Municipality in the development of Water Services Planning Policies and the Water Services Management System for Water Services Infrastructure (bulk and internal reticulation), operation and maintenance and revenue management. The project duration is estimated not to exceed 6 months.

### 3.1.5 Extent of the works and services

The scope of work is further detailed below to clarify items to be addressed in the agenda and content of the report. The items are as follows;

- Project Initiation and Inception, after which the PSP will provide a project Gant Chart
- On-site collecting and verification of information regarding physical water and sewer pipeline infrastructure versus shown in old Masterplan towards an electronic analysis of flow and capacities

- Collecting information regarding existing borehole as well as other water and sewer pumps delivery systems versus current and flow needs, towards an electronic hydraulic analysis, making calculated data presentable towards a future GIS system also in hard copy format as specified elsewhere.
- Incorporating future use demand requirements including proposed SDF townships developments towards electronic analysis and determine suggested system upgrades with costs
- Suggest zone separation and metering showing typically expected flows and pressures, pressure reduction and system improvements given with costs
- Reporting (Monthly ON 20th DAY OF EVERY MONTH and ad-hoc reports) over project duration, measured against the PSP presented Gant Chart
- Confirm actual flows versus theoretical calculations to confirm electronic model of system accuracy with an on-site verification report to MISA by use of mobile pressure test results under low and high flow conditions.
- Presenting the final draft calculations and Masterplan product to municipality and MISA engineer for in writing approval
- Deliver a Consolidated Water and Sewer Masterplan and Close-out report electronically as well as per 3 paper copies in A4 document and A3 plan formats to the municipality

### **3.1.6 Additional PSP Scope of Services**

The professional service provider will be allowed a Provisional Sum in order to confirm the accuracy of the Master Plan calculations, without limiting the services provider, in delivering the Master plan, to: Provide mobile verification monitoring equipment such as water pressure testing with data logging to ensure accuracy of the model simulation of flows.

### **3.1.7 Project Deliverables**

The deliverables are derived from Item 3.1.5 and 3.1.6 above, and broadly summarized as follows;

- 1) Project Initiation and Inception report,
- 2) PSP will provide a project Gant Chart with projected timelines
- 3) On-site collecting and verification of information
- 4) Collecting information of borehole as well as other water and sewer pumps
- 5) Incorporating future use demand requirements into calculations
- 6) Detailed network and bulk flow analysis for water and sewer networks
- 7) Suggest zone separation
- 8) Reporting monthly progress against the PSP presented Gant Chart
- 9) Presenting the final draft Masterplan to municipality and MISA engineer for in writing approval
- 10) Deliver a Consolidated Water and Sewer Masterplan and Close-out report in hard and soft copy of pipe networks and systems towards incorporation such data into a/the municipal GIS.

#### **Additional Deliverables**

- Confirm actual flows versus theoretical calculations to confirm electronic model of system accuracy with an on-site verification report to MISA engineer.

### **3.1.8 Legislative Requirements**

The PSP must conduct due diligence and will be responsible to obtain all the required authorizations from the relevant authorities, PSP shall comply will all legislation as prescribed by the Department of Labour, Occupational Health and Safety Act and Department of Environmental Affairs.

### **3.1.9 Stakeholder's Engagement**

It is important that MISA, KANNALAND Municipality, DWS and other relevant stakeholders are consulted, participate on the project and give inputs on relevant stages or processes. In order to ensure stakeholder participation happens the Professional Services provider has to organise and conduct the following Meetings and or Workshops with the identified stakeholders:

1. **Inception Meeting:** to inform the stakeholders about the project, identify other relevant stakeholders and find overall view on the water services within the jurisdiction of the municipality.
2. **Data collection:** Presentation of the existing information to stakeholders for their comments.
3. **Draft W&S Masterplan Workshop:** Presentation of the draft Masterplan Strategy to stakeholders for their comments.
4. **Final Draft W&S Masterplan Workshop:** Presentation of the Final Draft WCDM Strategy accommodating the recommendations of the various stakeholders on the project. The final adoption of the WCDM Strategy will be done by Council and if need be the Service Provider may also be invited to present to the Municipal Council.

**The meetings and workshops are compulsory to be attended by the necessary key stakeholders and therefore, it is important that the bidder includes the costs of conducting the meetings in the bid prices and details the cost in detailed total costs.**

### **3.1.10 FORMATION OF PROJECT STEERING COMMITTEE**

The professional services provider in consultation with MISA and the Municipality will facilitate formation of a project steering committee (PSC) in the Inception Meeting. Thereafter, the professional services provider has to organise and conduct the monthly PSC meeting and function as the Secretariat of the PSC. The PSP has to provide project progress reports to the PSC in the meetings.

## **C3.2 GENERAL REQUIREMENTS**

### **3.2.1 Management requirements**

- a) The PSP will work strictly under the management of a Project Management Team (PMT) led by the MISA Provincial Manager for the Western Cape Province. All other project administrative related issues will be managed by MISA and payment certificates will be submitted to the MISA National office in Pretoria through the MISA Provincial Manager for the Western Cape, after approval of completed works.
- b) The PSP shall in providing the professional services observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

### **3.2.2 Specialist Services requirements**

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

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

## **C3.3 MANAGEMENT**

### **3.3.1 General**

The PSP shall:

- a) Provide a monthly progress report covering the Scope or Works.
- b) Be required to participate in regular progress meetings with the client and other stakeholders.
- c) Be required to organise all relevant stakeholder meetings/ engagements/ workshops for purposes of achieving the expected project deliverables

### **3.3.2 Health and safety**

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

### **3.3.3 Programme**

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

### **3.3.5 Reporting**

The PSP shall prepare reports as per Clause 3.3.1

### **3.3.6 Communications**

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

### **3.3.7 Invoices**

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

**MUNICIPAL INFRASTRUCTURE SUPPORT AGENT**

Tender no.: MISA/DWSMP/ML/048/2025/26

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT  
OF WATER AND SEWER MASTER PLANS FOR KANNALAND LOCAL MUNICIPALITY**

**PART C4: SITE INFORMATION**

**C4.1 Locality Plan**

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



## C.4.2 KANNALAND Water Supply Schemes

The figure below summarizes the basic information concerning the water supply schemes in KANNALANDLM that must be assessed. Please note that KANNALANDLM has 4 towns .

### C4.2. EXISTING WATER SYSTEM

#### C4.2.1 WATER SOURCES

##### C4.2.1.1 Calitzdorp

Calitzdorp is supplied with raw water from the Nels Dam through a 160 mm diameter uPVC pipeline. The water is purified at the Calitzdorp Water Treatment Plant (WTP).

##### C4.2.1.2 Ladismith

Ladismith receives bulk water from the Swartberg River from where it is diverted into a concrete lined channel and discharged into the Jan F le Grange storage Dam in Ladismith. Raw water is pumped from the dam to the Ladismith WTP where the water is purified.

The bulk water supply is augmented by the Elandsberg fountain in the Swartberg Mountain north of the Ladismith WTP.

##### C4.2.1.3 Van Wyksdorp

Van Wyksdorp is supplied with raw water from the Buffelsfontein River and the bulk supply is augmented by two boreholes.

Apart from the filtration of water from the second borehole, the only water treatment carried out is the release of chlorine blocks into the reservoirs when needed.

##### C4.2.1.4 Zoar

Zoar receives bulk water from the Tierkloof Dam, which only has storage for 3 months of water use.

#### C4.2.2 RETICULATION SYSTEM LAYOUT AND OPERATION

##### C4.2.2.1 Calitzdorp

The system is operated in 3 zones supplied from 3 sets of reservoirs. From the Calitzdorp WTP water is supplied to the Besemkop 1 & 2 reservoirs which supply the Besemkop zone through a 150 mm diameter pipe.

The Voortrekker booster pump station (with two sets of pumps) is also supplied with water from the Besemkop reservoirs through a dedicated 315 mm diameter bulk pipeline. From here water is pumped through the Bergsig and Bloekomlaan zones to the Bergsig and Bloekomlaan reservoirs.

##### C4.2.2.2 Ladismith

The system is operated in 2 zones, supplied from reservoirs at the treatment site.

##### C4.2.2.3 Van Wyksdorp

The system is operated in 2 zones, supplied from 2 reservoirs. The Plakkerskamp reservoir supplies the Plakkerskamp zone and the Stanley reservoir supplies the Stanley zone.

##### C4.2.2.4 Zoar

The system is operated in 3 zones, supplied from 3 reservoirs. The Droëvlei reservoir supplies water to the Piketberg and Karoolande reservoirs. The Karoolande zone is supplied from the Karoolande

reservoir, the Piketberg zone from the Piketberg reservoir and the Droëvlei zone directly from the bulk pipeline from the Droëvlei reservoir.

#### C4.3. EXISTING SEWER SYSTEM

Each system is operated in a main drainage area with a WWTP, which in turn could be sub-divided into several sub-drainage areas.

There are three pumping stations in the Calitzdorp system, one in the Ladismith system and two in

##### C4.3.1 Calitzdorp

The present fully occupied Annual Average Daily Demand (AADD), for the existing Calitzdorp system that contributes to the domestic sewer flow is  $\pm 366$  kℓ/d, which includes unaccounted-for-water (UAW).

The PDDWF for the Calitzdorp system is estimated at  $\pm 258$  kℓ/d, or roughly 71% of the AADD. Approximately 90% of this is a direct contribution from connections to the sewerage system, and the other 10% is contributed by groundwater infiltration.

##### C4.3.2 Ladismith

The present fully occupied AADD, for the existing Ladismith system that contributes to the domestic sewer flow is  $\pm 2\,222$  kℓ/d, which includes unaccounted-for-water (UAW).

The PDDWF for the Ladismith system is estimated at  $\pm 1\,586$  kℓ/d, or roughly 71% of the AADD. Approximately 81% of this is a direct contribution from connections to the sewerage system, and the other 19% is contributed by groundwater infiltration.

##### C4.3.3 Van Wyksdorp

There is currently no waterborne sanitation system in Van Wyksdorp and only septic tanks are used.

##### C4.3.4 Zoar

The present fully occupied AADD, for the existing Zoar system that contributes to the domestic sewer flow is  $\pm 875$  kℓ/d, which includes unaccounted-for-water (UAW).

The PDDWF for the Zoar system is estimated at  $\pm 773$  kℓ/d, or roughly 88% of the AADD. Approximately 72% of this is a direct contribution from connections to the sewerage system, and the other 28% is contributed by groundwater infiltration.

#### C4.4 WASTEWATER TREATMENT PLANTS

All the present (PDDWF) for each drainage area is treated at each town's WWTP.

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

### A. Assumptions

Number of working hours per day = 8 hours;  
 Number of working days per year = 230 days;

### B. Cost details for deliverables and Activities (TEMPLATE TO BE USED)

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 6 months (Days)	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
<b>DELIVERABLE 1: Project Initiation and Inception</b>						
ACTIVITY : • Project Initiation and Inception meeting,	Contracts Manager: (Civil Engineer)					
	Civil Engineer					
	Engineering Technician					
	<b>Others</b> (Defined by Tenderer, e.g. admin, GIS Technician, etc.)					
<b>DELIVERABLE 1 TOTAL</b>						
<b>DELIVERABLE 2: Data collection</b>						
ACTIVITY __: • PSP will provide a project Gant Chart with projected timelines	Contracts Manager: (Civil Engineer)					
	Civil Engineer					
	Engineering Technician					

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 6 months (Days)	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
<ul style="list-style-type: none"> <li>On-site collecting and verification of information</li> <li>Collecting information of borehole as well as other water and sewer pumps Incorporating in electronic calculations the future use demand requirements</li> <li>Suggest zone separation</li> <li>Reporting monthly/ad-hoc progress against the PSP presented Gant Chart</li> </ul>	Others (Defined by Tenderer, e.g. admin, GIS Technician, etc.)					
<b>DELIVERABLE 2 TOTAL</b>						
<b>DELIVERABLE 3: Presenting Draft Water and Sewer Master plan to stakeholders</b>						
ACTIVITY <ul style="list-style-type: none"> <li>Presenting the draft Masterplan to stakeholders/ municipality and MISA engineer for approval</li> </ul> Additional Deliverables <ul style="list-style-type: none"> <li>Confirm actual flows versus theoretical calculations to confirm electronic model of system accuracy with an on-site verification report to MISA</li> </ul>	Contracts Manager: (Civil Engineer)					
	Civil Engineer					
	Engineering Technician					
	Others (Defined by Tenderer, e.g. admin, GIS Technician, etc.)					
<b>DELIVERABLE 3 TOTAL</b>						
<b>DELIVERABLE 4: Deliver Final Water and Sewer Master Plan and Close-Out report</b>						
ACTIVITY :	Contracts Manager: (Civil Engineer)					
	Civil Engineer					

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 6 months (Days)	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
<ul style="list-style-type: none"> <li>Deliver a Consolidated Water and Sewer Masterplan and Close-out report</li> </ul>	Engineering Technician					
	<b>Others</b> (Defined by Tenderer, e.g. admin, GIS Technician, etc.)					
<b>TOTAL COSTS CARRIED OVER TO C2.2.1 OF THE DOCUMENT</b>						R